

A G E N D A

City Council Meeting

Monday, November 18, 2019 – 6:00 p.m.

➤ **OPENING**

- Call to Order
- Invocation
- Pledge of Allegiance
- Roll Call
- Presentation: Recognition of Council Members Bruce Campbell and Rosetta Bryant Cody

➤ **RECEIVE INFORMAL PUBLIC COMMENT**

➤ **RECEIVE FORMAL PUBLIC COMMENT**

➤ **CONDUCT PUBLIC HEARINGS**

➤ **Approval of City Council Minutes**

- Consideration of City Council Minutes (11/4/19) and Workshop Synopsis (11/11/19).

➤ **Staff Reports**

- Receive Monthly Departmental Report from Director of Planning
- Receive Monthly Departmental Report from Director of Public Works
- Receive Monthly Departmental Report from Chief of Police
- Receive Monthly Departmental Report from Fire Chief

➤ **City Manager's Updates & Announcements**

➤ **ITEMS FOR CONSIDERATION**

- **Ordinance, Sunday Sales of Alcoholic Beverages:** First reading of an ordinance to amend the Code of Ordinances of Garden City, Georgia, as amended, by amending Chapters 6, Article II, Division 3, to permit and regulate Sunday sales of alcoholic beverages by the drink for consumption on the premises of certain qualifying restaurants and hotels/motels from 11:00 a.m. to 12:30 p.m.
- **FY2020 Schedule of Fees:** A motion by the Mayor and City Council to approve the updated schedule of fees for fiscal year 2020.

- **Resolution, Evergreen Solutions Compensation Plan Updates:** A resolution to authorize the implementation of updates recommended by Evergreen Solutions to the City's Compensation Plan for fiscal year 2020.
- **Resolution, FY2020 Budget Adoption:** A resolution to adopt the FY2020 Operating and Capital Budgets; to provide appropriation of funds for operating and capital expenditures; and to appropriate funding for specific operating and capital funds of the Garden City Government.
- **Resolution, Sapp's Wrecker Services Contract Modifications:** A resolution to authorize an amendment to the City's services contract with Sapp's Wrecker Service, Inc., for the purpose of increasing the towing and storage fees set forth in the City's year-to-year service contract with Sapp's Wrecker Service.
- **Resolution, RedSpeed Services Agreement Modifications:** A resolution authorizing an amendment to the City's professional services agreement with RedSpeed Georgia, LLC.
- **Resolution, Trade Center Contract Second Amendment:** A resolution to authorize the Second Amendment to the Intergovernmental Contract extending the expiration of the Trade Center Intergovernmental Contract to December 31, 2052.
- **Resolution, Convention Visitors Bureau Agreement:** A resolution to authorize the City to enter into an agreement with the Garden City Area Convention and Visitors Bureau Authority and to authorize the City Manager to execute said agreement.
- **Resolution, FY2020 LMIG Program:** A resolution to authorize the City Manager to apply to the Georgia Department of Transportation for a 2020 Local Maintenance Improvement Grant to assist with funding for the resurfacing of Rommel Avenue and to further authorize the City Manager to accept and execute a work order with Brennan Jones Engineering Associates for the design work, bid solicitation, and construction administration associated with the road resurfacing project.
- **Resolution, Garden City-Savannah Prosperity Area Water/Sewer Agreement:** A resolution to authorize the City Manager to execute on behalf of the City, an intergovernmental agreement with the City of Savannah for water supply service on a wholesale basis provided by the City of Savannah to Garden City for the Prosperity Drive service area.
- **Resolution, Public Works Department Vehicles:** A resolution to accept the proposal of J.C. Lewis Ford to sell the City's Public Works Department a 2020 F-150 Supercrew truck and a 2020 F-350 regular cab truck and to further authorize the City Manager to execute the purchase contracts for the vehicles.
- **Resolution, City Council Meeting Schedule Amendment:** A resolution to amend the regular meeting schedule of the Garden City City Council during the period of December 2, 2019 – January 21, 2020.

- **Write-off of 2012-2013 Utility Accounts Receivables Deemed Uncollectible:** A motion by Mayor and City Council to authorize the write-off of the 2012-2013 utility accounts (bad debt) totaling \$57,342.77 that the City's collection company has identified as older than six (6) years and therefore deemed uncollectible.

➤ **ADJOURN**

MINUTES
City Council Minutes
Monday, November 4, 2019 – 6:00 p.m.

Call to Order: Mayor Bethune called the meeting to order at 6:00 p.m.

Invocation: Pastor Dale Simmons, Jasper Springs Baptist Church gave the invocation and Mayor Bethune led City Council in the pledge of allegiance to the flag.

Roll Call:

Members: Mayor Bethune presided. Council Members: Councilmember Campbell, Councilmember Cody, Councilmember Daniel, Councilmember Ruiz and Councilmember Tice. Absent: Mayor Pro-tem Bessie Kicklighter. Mayor Bethune said Mayor Pro-tem Kicklighter is under the weather tonight.

Staff: Ron Feldner, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell Bowles, Finance Director/Clerk of Council; Pam Franklin, HR Director; Ben Brengman, IT Director; Cliff Ducey, Recreation Director; Jackie Jackson, Special Projects Coordinator; Gil Ballard, Chief of Police; Corbin Medeiros, Fire Chief; Ron Alexander, Planning Director; Scott Robider, Code Enforcement Supervisor; and Chris Snider, IT Technician.

Presentation: Chief Ballard and City Council recognized Office Lindsey Buchanan as Police Officer of the Quarter.

Informal Public Comment: Mayor Bethune opened the floor to receive comment from the audience. There being no questions or comments from the audience, Mayor Bethune closed the informal public comment portion of the meeting.

Formal Public Comment:

Georgia Department of Transportation Presentation: Ron Nelson, GDOT Project Principal and Quinton Alberto, Project Management Team Project Manager gave an overview of the I-16 Interchange project and I-16 widening project.

Mayor Bethune said we are excited about these projects. City Manager said we will post the tonight's presentation on the City's website.

Public Hearings:

FY2020 Proposed Budget: City Manager presented the FY2020 proposed budget for public comment. There being no questions or comments regarding the proposed budget, Mayor Bethune closed the public hearing.

Mayor Bethune thanked the City Manager, Finance Director, finance staff, and department heads for their efforts on the FY2020 proposed budget. He said the City is in a strong financial position.

Alcoholic Beverage License Manager Application (Dean Forest Beverage Center): Mayor Bethune opened the public hearing to receive public comment on an alcoholic beverage license manager's application by Michelle Lal to sell spirituous liquors (package), wines, beer and/or malt beverages at Dean Forest Beverage Center, 1550 G Dean Forest Road, Garden City, Georgia.

There being no questions or comments from the audience, Mayor Bethune closed the public hearing.

Alcoholic Beverage License Manager Application (Bills Mini Mart): Mayor Bethune opened the public hearing to receive public comment on an alcoholic beverage license manager's application by N. Patel to sell wines, beer and/or malt beverages at Bills Mini Mart, 1550 D Dean Forest Road, Garden City, Georgia.

There being no questions or comments from the audience, Mayor Bethune closed the public hearing.

City Council Minutes: Upon motion by Councilmember Campbell, seconded by Councilmember Cody, City Council voted unanimously to approve the city council minutes (10/21/19) and workshop synopsis (10/28/19).

Staff Reports:

HR Director presented the Human Resources Department's report for the month of October.

IT Director presented the Information Technology Department's report for the month of October.

Recreation Director presented the Parks & Recreation Department's report for the month of October.

City Manager's Updates & Announcements: City Manager said I have no updates or announcements.

Items for Consideration:

Resolution, Debris Service Agreements Renewal: Clerk of Council read the heading of a resolution to renew service agreements for debris removal, reduction and disposal services.

Upon motion by Councilmember Ruiz, seconded by Councilmember Daniel, City Council voted unanimously to adopt the resolution.

Resolution, Employee Emergency Incident Pay Policy Amendment: Clerk of Council read a resolution to amend the Employee Emergency Incident Pay Policy setting forth procedures detailing employee obligations and use of leave time during time periods when circumstances impact the City's ability to open for business, as well as procedures for paying essential and non-essential employees during declared emergency incidents.

Upon motion by Councilmember Tice, seconded by Councilmember Campbell, City Council voted unanimously to adopt the resolution.

Resolution, Biscuit Hill Road Right-of-Way Abandonment: Clerk of Council read a resolution to authorize the permanent closing and disposal of the southern 835.17 feet, more or less, of the portion of Biscuit Hill Road North of the Georgia Railway 150-foot right-of-way as described on Exhibit "A" and Exhibit "B" of the resolution.

Upon motion by Councilmember Campbell, seconded by Councilmember Cody, City Council voted unanimously to adopt the resolution.

Resolution, 2020 Alcoholic Beverage License Renewals: Clerk of Council read the heading of a resolution to authorize the renewal of the Garden City alcohol licenses for the 2020 calendar year.

Upon motion by Councilmember Ruiz, seconded by Councilmember Daniel, City Council voted unanimously to adopt the resolution.

Alcoholic Beverage License Manager Application (Dean Forest Beverage Center): Clerk of Council read the motion to approve an alcoholic beverage license manager's application by Michelle Lal to sell spirituous liquors (package), wines, beer and/or malt beverages at Dean Forest Beverage Center, 1550 G Dean Forest Road, Garden City, Georgia.

Upon motion by Councilmember Tice, seconded by Councilmember Campbell, City Council voted unanimously to approve the application.

Alcoholic Beverage License Manager Application (Bills Mini Mart): Clerk of Council read the motion to approve an alcoholic beverage license manager's application by N. Patel to sell wines, beer and/or malt beverages at Bills Mini Mart, 1550 D Dean Forest Road, Garden City, Georgia.

Upon motion by Councilmember Tice, seconded by Councilmember Ruiz, City Council voted unanimously to approve the application.

Adjournment: Upon motion by Councilmember Campbell, seconded by Councilmember Tice, City Council unanimously adjourned the meeting at 6:49 p.m.

Transcribed & submitted by: Clerk of Council

Accepted & approved by: City Council 11/18/19

SYNOPSIS
City Council Workshop
Monday, November 11, 2019 – 6:00 p.m.

Call to Order: Mayor Bethune called the workshop to order and gave the invocation.

Attendees:

Members: Mayor Bethune presided. Council Members: Mayor Pro-tem Bessie Kicklighter, Councilmember Bruce Campbell, Councilmember Rosetta Cody, Councilmember Marcia Daniel, Councilmember Debbie Ruiz and Councilmember Kim Tice.

Staff: Ron Feldner, City Manager; Jim Gerard, City Attorney; Jackie Jackson, Special Projects Coordinator; and Scot Robider, Code Enforcement Supervisor.

Wrecker Service Agreement Renewal: City Manager presented an amendment to the City's services agreement with Sapp's Wrecker Service. The amendment is for the purpose of increasing the towing and storage fees to reflect an increase in the consumer price index. This is the first increase since 2015.

After a brief discussion, City Council recommended staff move forward with placing the amendment on the November 18th council agenda for formal consideration.

RedSpeed Agreement Modifications: City Manager presented an amendment to the City's services agreement with RedSpeed. The amendment is to direct five percent of the revenues collected from paid citations from the operation of the City's automated traffic enforcement safety program within school zones to be paid to the Savannah-Chatham County Public School System as the holder of permits obtained from GDOT for the program. Sixty percent of the revenue goes to the City and thirty-five percent to RedSpeed.

After a brief discussion, City Council recommended staff move forward with placing the amendment on the November 18th council agenda for formal consideration.

Public Works & Water/Sewer Vehicles: City Manager said the vehicles are budgeted capital outlay items for 2019. The quotes for the vehicles came in under budget.

City Attorney said the memorandum from Public Works does not contain the vendor's name. I will need it to complete the resolution. C

After a brief discussion, City Council recommended staff move forward with placing the item on the November 18th council agenda for formal consideration.

Trade Center Agreement Amendment: City Manager and City Attorney presented an amendment to the Trade Center Agreement. City Attorney said the Trade Center has asked the City to consider approving a Second Amendment to the Intergovernmental Contract to extend the expiration of the Trade Center Intergovernmental Contract to December 31, 2052.

After a brief discussion, the City Council recommended placing the amendment on the November 18th council agenda for formal consideration.

Convention Visitors Bureau Agreement: Special Projects Coordinator presented the agreement between the City and the Conventions Visitors Bureau. The Visitors Bureau will start operating more independently in 2020.

After a brief discussion, City Council recommended placing the agreement on the November 18th council agenda for formal consideration. Councilmember Tice said the dates need to be checked and corrected on the notary / signature page of the agreement.

Highway 21 Commercial Corridor Design: Special Projects Coordinator briefed City Council on the RFP for the Highway 21 Commercial Corridor Design. We are looking at posting the RFP in December 2019 with a deadline of February 2020. Once the bids come in we will review them and bring them before you in March 2020.

After a brief discussion, City Council recommended staff move forward with posting the RFP in December 2019.

Evergreen Study Compensation Plan Update: City Manager said Evergreen's recommendation is to adjust six employee's salaries up to pay grade effective 1/1/20. The overall cost would be approximately \$5,000. Evergreen recommends adjusting forty-six employee's salaries up to pay grade effective 10/1/20. The overall cost would be approximately \$39,000. We will revisit the forty-six employees for discussion later in 2020, but we would like to proceed with adjusting the six employee's salaries effective 1/1/20.

After a brief discussion, City Council recommended placing the item on the November 18th council agenda for formal consideration.

FY2020 LMIG Program: City Manager said it is recommended that the City perform overlay work for the entire length of Rommel Avenue from August Road (Highway 21) to Main Street (Highway 25). A review of the existing pavement conditions indicates that the road has deteriorated over time and would benefit from a new surface layer of asphalt.

After a brief discussion, City Council recommended staff move forward with finalizing the application for the City's 2020 LMIG project and submitting it to GDOT for consideration.

Garden City-Savannah Prosperity Area Water/Sewer Agreement: City Manager said this agreement is similar to the Town Center purchase agreement. This is a 1.5 million square foot warehouse being built and the developer will pay the costs for redoing Prosperity Drive and the GEFA loan payment for the City extending water/sewer service to the Prosperity area. We would like to do the agreement by the end of 2019.

After a brief discussion, City Council recommended staff move forward with placing the item on the November 18th council agenda for formal consideration.

Budget / Finance Items: City Manager presented the FY2020 Fee Schedule, FY202 Budget Adoption Resolution and the 2012 – 2013 Utility Accounts Deemed Uncollectible for Write-off.

After a brief discussion, City Council recommended staff move forward with placing the budget/finance items on the November 18th council agenda for formal consideration.

Resolution – Amendment to City Council Meeting Schedule: City Manager presented the amendment to the City Council Meeting Schedule for the period of December 2, 2019 – January 21, 2020.

After a brief discussion, City Council recommended staff move forward with placing the amendment on the November 18th council agenda for formal consideration.

2020 City Council Appointments: City Manager said given that this is the last workshop in 2019, I would like to remind you that of the various appointments coming up for consideration and action in January. We can talk about the appointments at the 1/13/20 workshop and then place them on the January 21st council agenda for formal consideration.

Mayor's Updates: Mayor Bethune said we need to look at locking up Sharon Park at night to prevent vandalism.

City Manger's Updates: City Manager said the City Attorney has the ordinance ready to implement the Brunch Bill. He said staff will place it on November 18th council agenda for formal consideration.

Adjournment: City Council unanimously adjourned the workshop at 6:03 p.m.

Transcribed & submitted by: Special Projects Coordinator & Clerk of Council

Accepted & approved by: City Council 11/18/19



PLANNING AND ECONOMIC DEVELOPMENT GARDEN CITY GA

MONTHLY REPORT

PREPARED FOR:

Garden City Council

PREPARED BY:

Ron Alexander, Building Safety Director
100 Central Ave.
Garden City, Ga. 31405
(912-547-2972)

October 31, 2019

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1.0 MONTHLY REPORT

1.1 SPECIAL PROJECTS AND EVENTS

1.1.1 Events

New Business: The Garden City Town Center development continues, Site Development is 60% complete. In September the Vertical plans were approved and permits issued for the Tapestry Park Apartments. The development will have additional landscapes, parking, retail, restaurants, office buildings and residential apartment housing consisting of one, two and three bedrooms. The apartment community will have a total of 232 units with many amenities such as a pool, clubhouse, fitness room and playground. The development will construct five new buildings to include BLDG 1 11,700 SF with 4,420 Retail and 7,280 Restaurant, BLDG 2 11,700 SF with 4,420 Retail and 7,280 Restaurant, BLDG 3 6,864 SF for Retail, BLDG 4 will be 2 stories with 38,400 SF Office Space and BLDG 5 will be 2 stories with 38,400 SF Office Space.

In October Site Development and Vertical plans were under review for the new Dollar General store to be located at 2610-2612 Highway 80. The site currently contains a vacant building to be demolished for construction of a 8,750 SF Dollar General retail store.

In October Site Development and Vertical plans were under review for the Sonny Perdue Logistics Center to be located at 2 Sonny Perdue Drive. The existing site currently contains mostly pines with some hardwood trees located on it. The site will be developed to construct a 166,400 SF distribution warehouse. The site is located in an AE Flood Zone, the required floodplain analysis was approved in September.

Site Development and Vertical plans are under review for The Kingston Hotel to be located on Minus Ave. The project consist of clearing an existing wooded commercial lot for use as a hotel. The Kingston is a four story 44,381 square foot hotel with 90 guest rooms. The facility will include a restaurant, dining room, shop, lobby/check-in areas, administrative areas, swimming pool and dog park areas.

In October Site Development plans were under review for The Sleep Inn Hotel to be located on Second Street. The site is located near the intersection of Highway 80 and Burnsed Boulevard. The project entails construction of a 3 story Sleep Inn - MainStay Suites with a total of 73 guest rooms. The facility will include lobby/lounge areas, fitness center, pantry, market, administrative and guest service areas.

In October Site Development plans were under review for Traco Construction located at 5553 Export Boulevard. The Vertical plans were approved in October. The existing site contains an office/warehouse facility. The project will involve site improvements for the construction of a 8050 SF warehouse addition, concrete paving and a new detention area.

In September Site Development plans were approved for Empire Distributors located at 1101 Chatham Parkway Lot 5. The Vertical plans were approved in October. Empire Distributors currently operates an existing warehouse off Dean Forest Road. The company plans to relocate their existing operation to the new distribution warehouse on Chatham Parkway. There are no existing structures onsite. The project will include a new 11,999 SF building, light duty parking for employees/visitors, heavy duty parking for transloading trucks.

Site Development and Vertical plans are approved for the Chatham City Apartments addition located at 4309 Augusta Road. The existing site is currently developed and used for mobile home lots. The site will be re-developed with necessary improvements in order to support the addition of five new apartment buildings. Each of the new structures will have eight 2-bedroom units. The site development will include improvements to the **City's water service lines in the area.**

The W8 Shipping Site Development at 4895 Old Louisville Rd is complete. W8 Shipping will develop the neighboring site located at 4903 Old Louisville Rd for their business expansion. Site Development plans continue under review for the W8 Shipping expansion.

Site Development continued for 36 West Chatham Court. The Vertical plans are under review. The property is currently vacant. The lot will be developed for construction of a 8,280 SF office/warehouse and a paved parking lot to accommodate the Lennox Company.

Site Development continued for the State Drug Testing Facility located at 24 West Chatham Court. In June the Vertical plans were approved and permits issued. The project is approximately 40% complete at this time. The proposed development will consist of a 5,500 SF, 2 story building (11,000 SF total) and a paved parking area.

Site Development continued for Roush Truck Center located at 38 West Chatham Court. In July the Vertical Shell plans were approved and permits issued. In October the interior finish plans were under review. The project is approximately 30% complete at this time. The Roush project includes the construction of a 30,000 SF warehouse with the necessary site improvements in support of the operation.

Site Development continued for the new Garden City Plaza located at 511 US Highway 80. The existing site was an abandoned used car dealership. The project involves the demolition of the existing structures for site improvements to include a convenience store with gas pumps, and a laundry facility.

Site Development continued for construction of the new **Popeye's** Restaurant located at 4818 Augusta Road. The existing site consist of undeveloped grassed area and concrete pavement. The project will involve the construction of a new 2,147 SF restaurant, paved parking area, sidewalks and landscaping.

During the month of October 2019 there were several other new projects and business submitted for review and approval. Several others projects submitted previously have also been approved during this reporting period. The approved projects have recently commenced construction activities and are at various stages of construction at this time.

1.1.2 SPECIAL PROJECTS

CRS. The City continues its efforts to strengthen our services in Floodplain Management. On 11/19/2018 Garden City improved from a CRS class 8 to a CRS class 6 with an effective date of 5/1/2019. As a condition of continued participation in the Community Rating System (CRS), Garden City is required to recertify annually in order to maintain the **community's current** CRS Classification. In September the department began its annual recertification process. Recertification materials were submitted on October 15, 2019.

PPI. The Program for Public Information (PPI) Committee for Garden City developed projects for 2019. During meetings the committee studied the needs of the community and the different needs for individual areas within the City as well as the City as a whole. The committee discussed the need for an aggressive campaign to get information out to the public and discussed target areas and groups that may need special attention. The committee discussed programs that are already taking place in the community and how those programs and activities fit the PPI plan. Newly proposed projects were developed through discussions at committee meetings. There are 10 projects and initiatives that will be implemented during 2019.

Housing Team. The Garden City Housing Team will renovate homes in 2019. In support of the Housing Team the Director of Planning and Economic Development and the Garden City Building Inspector will inspect homes for repair. The Planning and Economic Development department and the Housing Team will be working with DCA to receive funding in 2019.

1.1.3 New Businesses

NAME	PHYSICAL ADDRESS	BUSINESS TYPE
1. JG KNIGHT INC.	4620 OLD LOUISVILLE RD	ADM OFFICE FOR TRUCK REPAIR
2. ONE STOP TRUCKERS SUPPORT INC	5150 B AUGUSTA RD	ADM OFFICE FOR TRUCK REPAIR
3. F. A. I. T. H.	5150 B AUGUSTA RD	TAX PREP
4. K C SAVANNAH LLC	3911 OLD LOUISVILLE RD	PAINTING & COATING CONTRACTOR
5. C W MATTHEWS CONTRACTING CO	226 DEAN FOREST RD	ASPHALT PAVING MIXTURE & BLOCK
6. LA CHALUPA MEXICAN RESTAURANT	5200 AUGUSTA RD	RESTAURANT
7. DAN-DAV CLEANING	108 LIVE OAK LANE	OFFICE FOR JANITORIAL SERVICE

1.2 PLANNING AND ZONING

This department, in conjunction with the other effected City departments, continues to systematically develop the data base common to those department needs and improve accessibility to the individual departments.

Monthly activity in Planning and Zoning services are as follows:

There were 1 action item on the agenda of the Planning Commission and 0 action items for the Board of Appeals for the hearing on 10/8/2019.

The meeting notes are as follows:

**Minutes
Board of Zoning Appeals/Planning Commission
October 8, 2019 - 6:00PM**

Board of Zoning Appeals

No cases to be heard.

Planning Commission

PC1929: Coastal Empire Habitat for Humanity, property owner, requests a major subdivision of Spivey Avenue; PIN 6-0825-02-001.

Vice-Chairman Perry opened the floor for questions and comment of the petition.

Ron Alexander; Planning Director stated the petition is a sketch plan review which is an optional first step for intent of the content plan. He said the petitioner will formulize a preliminary plan in accordance with Section 70-34 of the City Code and bring it back before the Planning Commission at a later date for formal recommendation to be forwarded on to the City Council.

Vice-Chair Perry stated there will not be a vote; this Public Hearing is for informational purposes only.

Ron Alexander; Planning Director said that is correct the subdivision is a flag lot; the narrow portion serves four houses off Kessler Avenue which will be cut and the access to this major subdivision will be from Spivey Avenue. The subdivision is for four lots for four single-family homes and whatever comments received tonight the petitioner will go back before Planning Commission.

Harold Tessendorf; Executive Director for the Coastal Empire Habitat for Humanity stated the nature of the request has been outlined by Ron Alexander. Mr. Tessendorf said we will follow same model as homes being constructed in Rossignol Hill with single family units and four separate homeowners. He stated the homes will be 1300 sq. ft. three-bedroom two-bathroom homes; this is a unique property with a narrow strip used as a drive, but Habitat will not use this strip to access these homes as the access will be off Spivey Avenue.

Vice-Chair Perry said how many homes have you built in Garden City and how do you select applicants?

Mr. Tessendorf said one home has been completed and three are under construction. Applicants complete a pre-application worksheet showing household income, they must contribute 350 hours of sweat equity; the home is sold to a family at no profit and no interest.

Vice-Chair Perry said what is the value of the homes built?

Mr. Tessendorf replied the most recent appraised at \$137,000.

Commissioner Jackson said what is the participation of the potential owner and what is the goal for the four new houses?

Mr. Tessendorf stated the only difference is we (Habitat) have no interest, there is private and state funding and our goal is to have these completed by May 2021.

Vice-Chair Perry said how are you regulated by your selection of applicants? What factors determine the size of home to be built and what is the timeframe from breaking of ground to completion -will these have similar curb appeals?

Mr. Tessendorf stated we are governed by equal housing laws; the size of the home is determined by the size of the family. The timeframe is usually is 4 to 6 months and there are landscaping groups that come up with slight variations based upon each build.

Commissioner Selph said the current house is a great addition to the area.

Christy Poole 2410 Spivey Avenue stated the end of Spivey Avenue is narrow and the construction to access this is a safety concern.

Ron Alexander; Planning Director said this is like any other construction in the City, the area will be extended to fit homes.

Ms. Poole replied that the children in this area do not take buses, there is also a park in the area and safety is a concern with the equipment to be used.

Vice-Chair Perry said Ms. Poole as a teacher and a resident of this neighborhood could you do a letter notifying the neighbors?

Ms. Poole replied that a flyer is a possibility.

Commissioner Jackson said you can meet with Officer Barber O'Neal; she is a resource between Garden City Police Department and the community. He then said there is also a neighborhood watch to help with notifications and you can sign up online.

Dan Hadwin stated that Garden City does not own the road, we want to make sure you're not going to close it, this road is access to houses, we maintain the road and we don't want them to close the road.

Mr. Tessendorf said we don't need to utilize the narrow portion for heavy equipment the equipment will access from Spivey Avenue.

Mr. Hadwin said the kids are a concern, I am not against the houses, but these kids are cutting thru the land in the back, it's a concern for both kids and the elderly.

Mr. Tessendorf said the heavy equipment will be when the cul-de-sac is being constructed which occurs during the work weekdays, but we will let the contractors know to be aware.

Commissioner Cox asked what is the length of time to install a cul-de-sac?

Mr. Tessendorf replied the volunteers will work 8:30am to 2:30pm – Wednesday, Thursday, and Saturday.

Lauren Sheppard, 4035 Kessler Avenue stated there are concerns with the accuracy of the drawing and a bald eagle's nest being present. Ms. Sheppard said we were sent a letter that Habitat of Humanity owned our property; some of the property is owned by Garden City Elementary.

Ron Alexander; Planning Director stated the surveys are done on a 3rd party basis, the satellites show property boundaries, but a survey determines where the lines are.

Ms. Sheppard said a neighbor had a private survey and I would like to see an accurate drawing.

Vice-Chair Perry asked what will happen with these concerns?

Ron Alexander; Planning Director said I will look into the public records; surveyors are state licensed and are particular about the boundaries as they must follow the plats back to its original origin.

Ms. Sheppard stated other neighbors have seen the eagle, she has seen other wildlife but not the eagle.

Ron Alexander; Planning Director said other agencies will have to address the wildlife concern.

Mr. Sheppard said she is in favor if there is no wildlife and our road is not accessed. She stated she has no problems with Habitat, but her concern is the accuracy and easement with the boundaries.

Kenneth L. Hadwin; 4411 Old Louisville Road said the easement was built from Dillard Yard with cross tires. Mr. Hadwin said I asked for a 3 bay garage but I was denied; I had my land surveyed and it gets larger each time it's been surveyed, I have no issues with Habitat building because they build nice homes but there are bald eagles in a pine tree on this property. Mr. Hadwin continued by saying I don't want them to use the easement road and I have asked for help with the canal.

Mr. Hadwin asked if the request is for a half-way house?

Commissioner Jackson said the half-way house is a rumor and it's not true.

Commissioner Selph said there is no vote to be taken and Staff has reviewed the sketch plan and thus far found the plan to be accordance with the applicable City Standards.

Ron Alexander; Planning Director said the sketch plan has been submitted for receipt of comments and recommendations ahead of further development of the preliminary plan.

Commissioner Jackson asked what is the intent to address concerns of use of the easement road?

Mr. Tessendorf said we have no interest in using the access road, we want to set-up time with the residents outside of the meeting to address concerns. Mr. Tessendorf said the sketch was drawn by a land surveyor named Dale Yawn.

Vice Chair Perry said are you aware of the eagle's nest?

Mr. Tessendorf said no one has mentioned this as we have had Terracon perform environmental assessments, we have noticed the low spots that fills up when it rains but then dries out. He said we want to get more information about the burning, and we have done our due diligence of the property.

Vice-Chair Perry asked for further comments or questions, being none she then thanked the residents for coming out and expressing their concerns for the proposed project.

Ron Alexander; Planning Director said this will go back before the Planning Commission for a preliminary plan review then to Council.

With no further business Commissioner Selph made a motion to adjourn the Planning Commission meeting; with a second by Commissioner Cox; the vote passes without opposition.

1.3 BUILDING DEPARTMENT

During the month this office issued 43 permits for various items pertaining to Site Infrastructure and Vertical construction activities. There were approximately 120 onsite inspections associated with the permits issued. There has been approximately 100 plan reviews associated with the number of permits issued to ensure compliance with the civil, environmental, building, fire, mechanical, electrical and plumbing codes and ordinances adopted by the state and city. There has been approximately another 90 meetings to discuss a variety of issues concerning building related matters such as plans, codes, ordinances and procedures. Please note the majority of these in office and field visits were done in conjunction and simultaneously with other types of inspections such as Business Licenses Verifications, Fire Inspections and Zoning Verifications.

The following are the totals for the month:

43 permits issued

120 inspections

100 plan reviews

90 meetings

Approximately 16 hrs. of in house and field training.

1.4 FIRE MARSHAL

During this reporting period there were approximately 60 onsite Fire Inspections of **Garden City's** jurisdictional properties and facilities. During the month there has been approximately 50 in office Fire Protection reviews of planned projects pertaining to Fire Protection planning prior to permitting. These inspections and reviews are based on and are to ensure that all state and locally adopted codes are properly and efficiently enforced. Training in the above mentioned areas continues with major emphasis applied to training in the form of on-site training and in office training. Please note the majority of these in office and field visits were done in conjunction and simultaneously with other types of reviews and inspections such as Business Licenses Verifications, Building Inspections and Zoning Verifications.

The following are totals for Fire Marshal activities for the month:

60 onsite inspections

50 plan reviews

Approximately 8 hrs. in house training and educational activities.

1.5 FLOODPLAIN MANAGEMENT

During this reporting period, continued emphasis has been applied to monitoring construction activities in the Special Flood Plain Areas and keeping an inventory of the Cuts and Fills in those areas. The strengthening of communication and combined efforts of other regulatory agencies such as EPD and EPA continued this month. The efforts are important in order to ensure the City stays in compliance with federal regulations, and at the same time using those resources where possible to aid in the enforcement of those regulations common to all concerned. The efforts to improve **the City's Community Rating System (CRS)** is ongoing during this month. Part of that process involves interaction and participation of multi-jurisdictional meetings and trainings amid at unity in all the local jurisdiction in the enforcement of the common regulations. In doing so the City continues advancement in the governing regulations which yields better ratings resulting in lower Flood Insurance Rates for our citizens located in the Special Flood Hazard Areas. The enforcement involves meetings, plan reviews and site inspection of all City jurisdictional properties located in the Special Flood Hazard Area. City staff on a daily bases monitors all activity located in the areas.

The following are totals for the month:

Approximately 40 related site inspections
Approximately 30 plan reviews

1.6 PHOTOGRAPHS



Tapestry Park Apartments - Town Center Drive



Lennox Facility - West Chatham Court



Lennox Facility - West Chatham Court



Roush Trucking - West Chatham Court



Roush Trucking - West Chatham Court



Garden City Plaza - Highway 80



Garden City Plaza - Highway 80



Popeye's - Augusta Road



Popeye's - Augusta Road



UPS - Sonny Perdue Drive



UPS - Sonny Perdue Drive



New Home - Hawkinsville Road



New Home - Hawkinsville Road



New Home - Fall Ave



New Home - Fall Ave

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: 11/18/19

SUBJECT: *Public Works & Water Operations Monthly Status Report*

Report in Brief

The Public Works & Water Operations Departments Monthly Status Report includes an extensive summary of the monthly activity of all divisions within the Departments. This report also provides information regarding key projects and/or activities throughout the month.

The operations detail contained in this report is for the month of October and all project related information is current as of 10/31/2019.

Prepared by: Frank Sypeck
Title Public Works Administration

Reviewed by: Benny Googe
Title Public Works Director

Ron Feldner, City Manager

Attachment(s)

**Public Works Department
Monthly Status Report
Summary – October 2019**

Operations & Maintenance

Public Works personnel completed 29 **Resident Requests**, making 136 **Work Orders** for the month of October. ***They included:***

Storm Drainage:

- Ditch Maintenance (Backhoe): 6,552 feet
- Canal Maintenance (Kubota Sidecutter): 76 miles
- Underground stormwater utility point repairs: 0 feet pipe repair, multiple storm drains and inverts cleaned
- Storm Drains Vacuumed: \$0 (3rd Party)

Streets:

- \$15,527 for 3rd party street/asphalt repairs (Chatham Villa, Smith, Bowman, Pineland, Tower, Hawkinsville)
- About 1,335 miles of shoulder maintenance
- Dirt/gravel roads scraped/graded: All, Davis
- Minor pothole/asphalt repair by staff

Street Sweeping:

- 234 miles

Signs & Markings:

- 3 Knockdowns/replacements/cleaned/new (City Hall, Main, Tyson, Bishop, Byck, 6th, Priscilla D. Thomas/Wheathill)

Street Lights:

- 1 Street light outage/replacements (Reported to Georgia Power – all repaired)
- 0 New Street light requests

Mixed Dry Trash Collection by City:

- 12.54 Tons Collected Total Mixed Dry Trash (\$66.55 / ton)
- 353.7 Tons Collected YTD taken to Savannah Regional Landfill
- 0 Truckloads Dry Trash taken to Savannah Inert Landfill
- 10 Truckloads Dry Trash YTD taken to Savannah Inert Landfill

Trees:

- \$4,700 spent for tree removal, tree trimming, and debris removal (3rd Party). Sharon Park Drive, Junction Ave., Smith & Daniel, Fire House

Other:

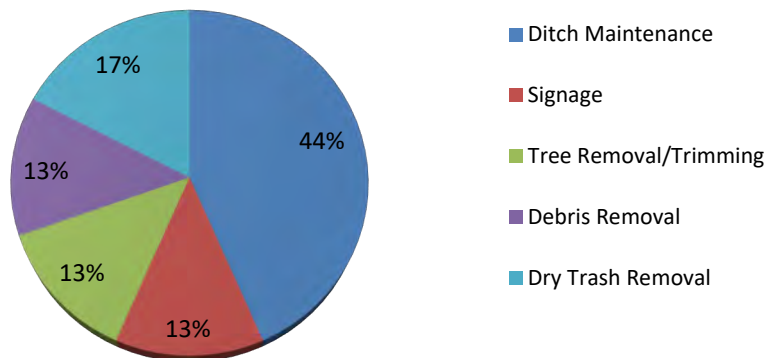
-

Fleet Maintenance

During the month of **October**, the Shop serviced and/or repaired **41** city vehicles/apparatus & equipment for a current annual total of **579**.

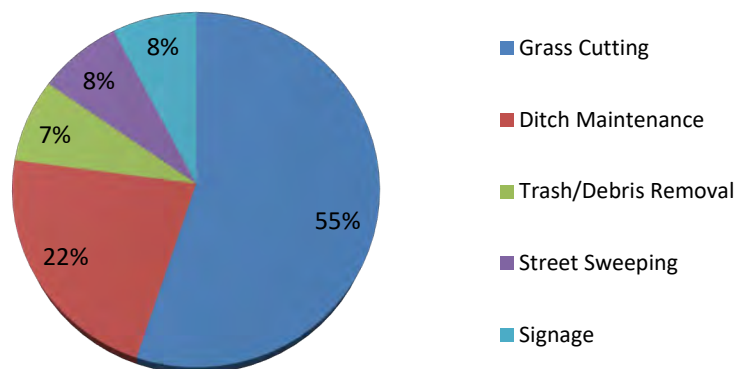
Service Request – Every time a request for Public Works service is made by phone call, written request, email request, or an actual one-on-one request to a PW employee, a **“Service Request”** is generated. This builds a computerized record of all requests made.

October's Top Service Requests



Work Order – A **“work order”** is created each time a work crew or individual is assigned a task either because of service requests, pre-planned maintenance projects, or by other situations as they arise. This produces a database of work accomplished and the time and materials it took to do the work.

October's Top Work Order Types



Summary – October 2019

Water Operations & Maintenance

98 **Service Orders** were received, and >>>>>>>> 30 **Work Orders**
_____ Water/Sewer crews handled **128** total.
for the month of October . They included:

Water: 23 Work Orders

- **Produced** 31.124 Million gallons of drinking water per day.
- **Hydrant Services**
 - 0 Hydrant Replacements
 - 1 Hydrant Repairs
- **Water Line Services**
 - 9 Lateral Line Repairs, Installs, Replacements, and Maintenance
 - 3 Main Line Repairs, Installs, Replacements, and Maintenance
- **Water Valve Services**
 - 170 Located services (Continued marking for major projects - new gas mains and services, and other projects on Main, fiber optic installation, and the Mega Rail/Bridge project)
 - 0 Valve Replacements
 - 0 Valve Installations
 - 43 Water Cut-Ons
 - 79 Reconnects– Delinquent Water Bills
 - 59 Water Cut-Offs
- **Meter Services**
 - 1 Meter and MXU investigations
 - 9 Maintenance services
 - 8 Meter and MXU replacements
 - 105 City initiated Re-Reads
 - 0 Customer Requested Re-Reads
 - 0 Corrected Readings

- * Meter investigations consist of checking meters for accuracy and checking for leaks as requested by residents.
- * Maintenance Services consist of repairs made for leaks at the meter, register repairs, box or lid replacements, as well as, requested cleaning services for apartments.
- * City initiated Re-Reads occur any time a meter reader is requested to re-read a meter to confirm a high or low bill and, if needed, to give a courtesy notification of a possible leak. A re-read does not necessarily indicate a problem with the reading or the meter.
- * Corrected Readings are any time after a re-read there is a change needed.

Sewer: 7 Work Orders, including

- ***Sewer Cleanout Services***
 - 1 Repairs
 - 4 Replacements
- ***Gravity Main Services***
 - 0 Inspections
 - 1 Repair
 - 0 Sanitary Sewer Overflow Event
- ***Sewer Lateral Services***
 - 1 Blockages Cleared
 - 0 Lateral Repairs
- ***Manhole Services (flushing & repairs)***
 - 0 Inspections and Maintenance
 - 0 Repairs

Wastewater Treatment Plant and Water System

- ClearWater Solutions (CWS) has submitted the MOR for water, DMR for wastewater, and all paperwork pertaining to them for the month of October 2019.
- The treatment plant treated and discharged a total daily average of 1.1 MGD for the month of October 2019.
- The water system withdrew a total of 31.124 MG from well facilities and used 0.120 MG from Savannah I & D purchase system (Town Center Water System).
- During the month of October, 15,956 lbs. dry solids were removed from the WPCP.
- The in-house laboratory continued to analyze most all NPDES permit and process control tests, except the annual tests that are contracted with EPD.

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: 11-12-19

SUBJECT: *Police Department Monthly Status Report*

Report in Brief

The Police Department Monthly Status Report includes an extensive summary of the monthly activity of the divisions within the Department. This report also provides information regarding key items of interest and/or activities throughout the month.

The operations detail contained in this report is for the month of October 2019.

Prepared by: Angela S. Zipperer
Title: Executive Assistant to
Gilbert C. Ballard
Chief of Police

Reviewed by: Gilbert C. Ballard
Title: Chief of Police

Ron Feldner, City Manager

Attachment(s)

**Police Department
Monthly Status Report
Summary – October 2019
Operations**

Calls for Service

There were a total of 2,549 calls for service and self initiated activity in the month of October 2019, for a total of 26,295 calls for service year to date.

Current month's calls included:

Offenses:

Assault	9	Burglary	15
Robbery	1	Larceny	25
M.V. Theft	4	Narcotics	7
Rape	1	Murder	0
All Others	2,425	Accidents	62

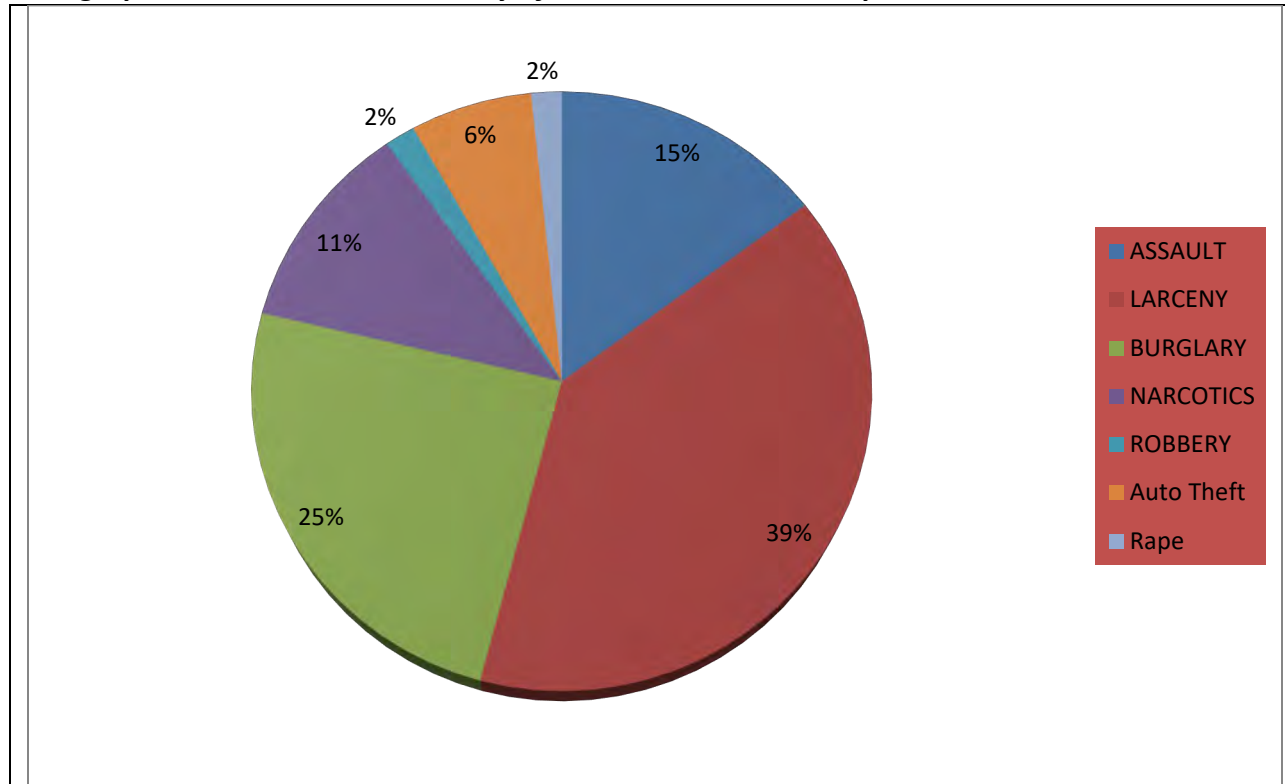
Adult & Juvenile Arrest/Charge Summary

The following is the total of ***Adult and Juvenile Arrests*** made by this department this month. These statistics represent arrests made for Criminal Code as well as Municipal Ordinance violations.

Arrests

Adult Arrests	Juvenile Arrests
112	2

The graph below is a visual summary of the Current Month's Top 6 Criminal Violations.



Current Month's Top 6 Criminal Violations by District

Mayor Bethune and Mayor Pro Tem/Council Member at Large Kicklighter

	Daniel District 1	Ruiz District 2	Campbell District 3	Cody District 4	Tice District 5
Assault	2	2	2	1	2
Larceny	4	7	2	5	6
Burglary	4	7	3	0	1
Narcotics	4	2	1	0	0
Robbery	0	1	0	0	0
Auto Theft	0	4	0	0	0
Rape	0	0	0	0	1

Traffic Violations

There were a total of 1,183 traffic violations during the month of October 2019. ***They included:***

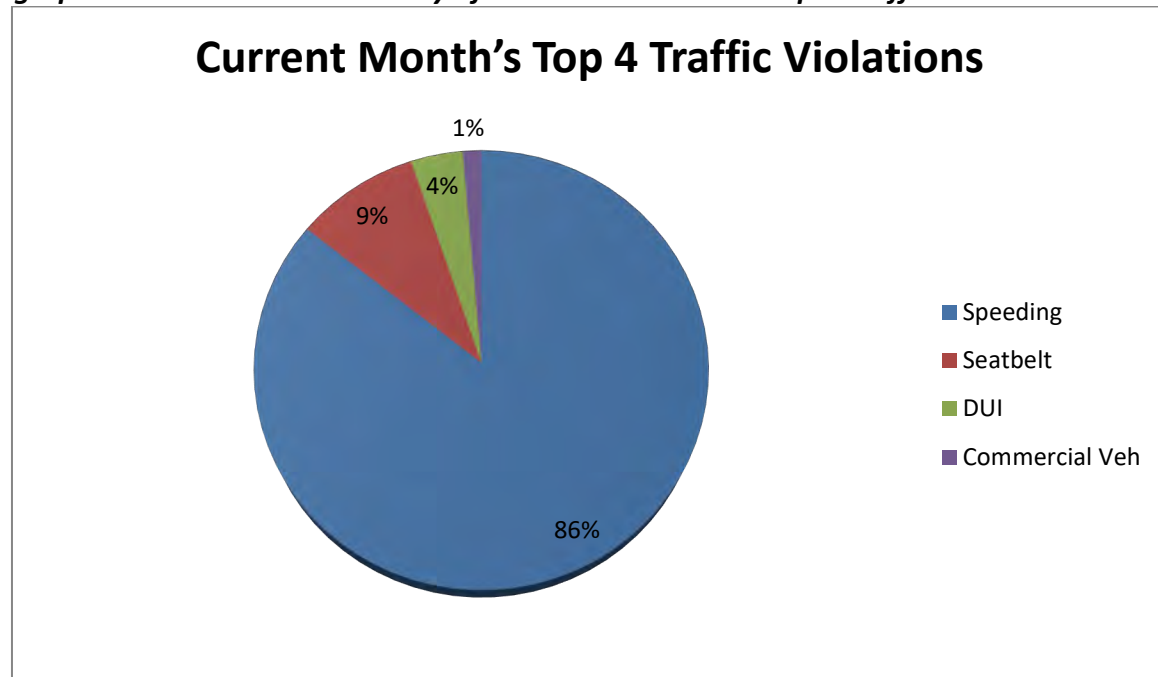
Traffic Citations Issued

Traffic Accidents	52	Fatalities	0
Written Warnings	425	Speeding Violations	563
Seat Belt Violations	60	Miscellaneous Citations	49
DUI's	25	Total Citations	1,183

Commercial Vehicle Unit(s) Citations Issued

Total Citations Issued 9

The graph below is a visual summary of the Current Month's Top 4 Traffic Violations.



Open Records Request

The Garden City Records Clerk received and processed 406 Open Records request for the month of October 2019. A total of 604 Open Records Request have been processed from September 2019 through October 2019.

Code Enforcement

Dates for this summary are October 2019

Cases in Compliance	69
Illegal Signs Removed:	9
Property/Violation Re-inspection's	211
Properties Maintained in Lieu of Liens	2
Notice of Violations Issued	89
Court Cases Pending	3
Vehicles Tagged for Tow	8
Vehicles Removed/Remediated by or 3 rd Party	8
Vehicles Towed	0
Roll-out Cart Violations	2
Business License Inspections	1
Storm Water Inspections	13

Municipal Court Summary

During the month of October 2019 the Garden City Municipal Court handled 1,753 cases for a current annual total of 11,831 cases.

➤ Total Traffic Citations and Criminal Cases handled in court	1,156
➤ Total Traffic Citations and Criminal Cases passed to another court date	483
➤ Cases issued probation	114

Training

During the month of October 2019, police personnel reported a total of 170 hours of training resulting in an average of 4.72 hours of training per Officer. Some of the special training classes the officers attended during the month of October 2019 were: Shotgun Class, CIT and SSI training.

Items of Interest for October 2019

- **Cadet Wesley Soroken started the GPSTC Police Academy on October 2, 2019**
- **The Chief attended the “Bridge Builder” breakfast on October 5, 2019**
- **The Garden City Police Department implemented a new Records Management Software system on October 9, 2019**
- **The Chief attended the Savannah Technical Police Academy Advisory Board meeting on October 24, 2019**
- **The Garden City Police Department hosted “Cops at Bus Stops” at Chatham City Apartments on October 15, 2019, Savannah Pines Mobile Home Park on October 22, 2019 and Arbors Apartments on October 29, 2019**
- **The Garden City Police Department attended several Appreciation Luncheons for First Responders Day at Gould Elementary School, Daffin Park and Jesus First Community Church during the month of October 2019**
- **Detective Lindsay Buchanan was selected as Officer of the Quarter for the fourth quarter of this year**
- **Officer Jeffrey Pruett was selected as our newest Canine Officer and the Garden City Police Department will acquire the new canine in December 2019 with Federal grant money**

REPORT TO MAYOR AND CITY COUNCIL

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: November 7, 2019

SUBJECT: *Fire Department October 2019 Report*

Report in Brief

The Fire Department Monthly Status Report includes an extensive summary of the monthly activity of the divisions within the Department. This report also provides information regarding key items of interest and/ or activities throughout the month.

The operations detail contained in this report is for the Month(s) of October of 2019, and all related information is current as of November 7, 2019.

Prepared by: Scott Kimball
Title Assistant to
Corbin Medeiros
Chief of Fire

Reviewed by: Corbin Medeiros
Title Chief of Fire

Ron Feldner, City Manager

Attachment(s)

Calls for Service in October of 2019

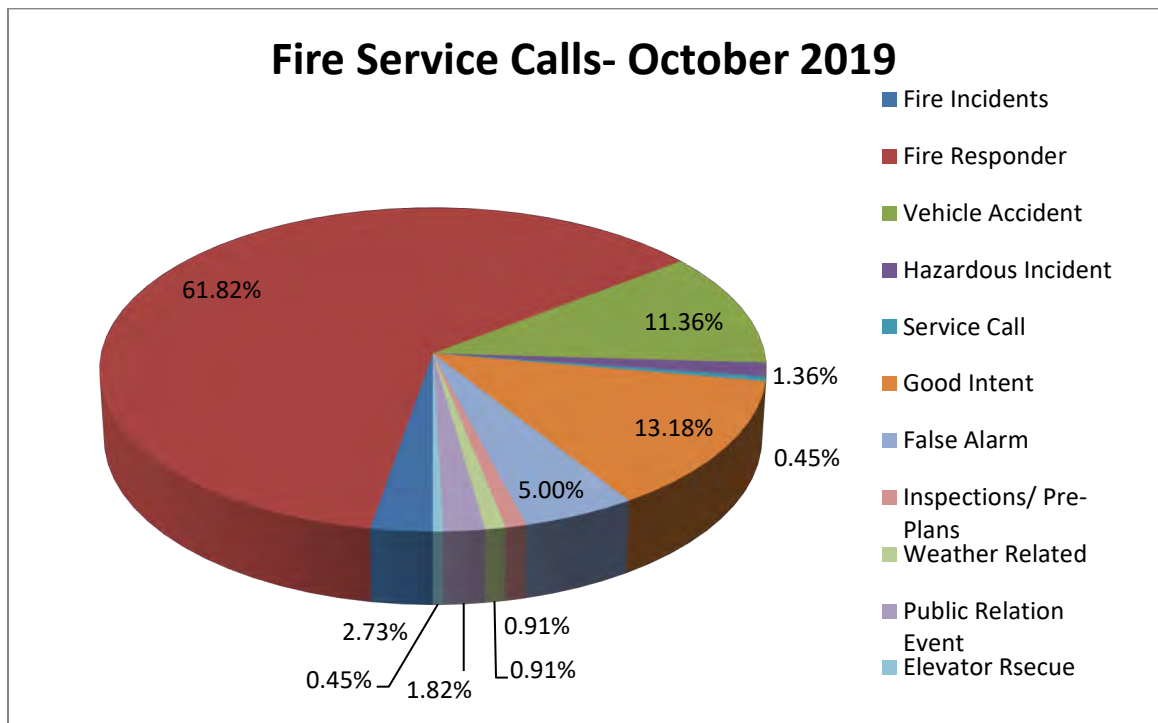
There were a total of 226 calls for service in the month of October, 2019, for a total of 2,172 calls for service year to date.

Current month's calls included:

Incident Type:

Fire Incidents	6	Good Intent	29
Fire Responder	136	False Alarm	11
Vehicle Accident	25	Service Call	1
Hazardous Incident	3	Inspections/ Pre-Plan	2
Weather Related	2	Public Education	4
		Elevator Rescue	1

The graph below is a visual summary of the Current Month's Fire Service Calls.



Department Activities/ Events

Department Training

In October fire personnel reported a total of 645 hours of training resulting in an average of 35.83 hours of training per Firefighter.

Arson Level II

Chief Medeiros attended Arson Level II at the GPSTC campus in Forsyth.

Interior Search and Rescue

FF Mills instructed Interior Search and Rescue at the GPSTC campus in Forsyth.

Transitional and Interpersonal Leadership Training held

FF Hauger attended Fire Department Management at the GPSTC campus in Forsyth.

Incident Safety Officer

Assistant Chief Lewis, Sgt. Gregory, and FF Mills instructed an Incident Safety Officer GPSTC / NFA 16 hour Field Delivery course at Station 1.

Aerial Operator

Captain Mack Roberts, Sgt. Sullivan, and FF Mills attended Aerial Operator at Pooler Fire Rescue.

CAD RMS Meeting

Assistant Chief Lewis attended CAD RMS Meeting at Savannah Fire Station 5.

Hurricane Dorian After Action Review

Assistant Chief Lewis attended the Hurricane Dorian After Action Review at the Coastal Botanical Gardens.

CCEMS Advisory Council

Assistant Chief Lewis attended the CCEMS Advisory Council meeting at Memorial University Medical Center Cardiac Rehab Room.

Meeting with Local Departments

Assistant Chief Lewis conducted testing for GFSTC at Pooler Fire Rescue.

Chatham Region TIM Team Meeting

Assistant Chief Lewis and Safety Officer Kimball attended Chatham Region TIM Team Meeting at Pooler Police Department.

Community Relations Activities/Events

Fire Safety Education Events

A shift conducted a Fire Safety Education and Truck demo at Savannah Christian Day Care.

Chief Medeiros and Sgt Gregory spoke to students at Southwest Middle Elementary School about the importance math and science have in a career as a firefighter/paramedic.

C shift conducted a Fire Safety Education and Truck demo at Nana's School of Knowledge.

B shift conducted a Fire Safety Education and Truck demo at Gould Elementary.

B shift conducted a Fire Safety Education and Truck demo at Living Hope Community Church.

Community Business Appreciation Luncheon

Chief Medeiros attended Community Business Appreciation Luncheon at the Jesus First Community Church

Senior Center Blood Pressure Checks

During the month of, the Department continued conducting weekly blood pressure checks at the Senior Center on Tuesdays. This activity continues with a great response.

Looking Ahead

- Partnering with Memorial Healthy University Medical Center and area schools on the "Stop the Bleed" program.
- Fire Department fitness program.

ORDINANCE 2019-

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF GARDEN CITY, GEORGIA, AS AMENDED, BY AMENDING CHAPTER 6, ARTICLE II, DIVISION 3, TO PERMIT AND REGULATE SUNDAY SALES OF ALCOHOLIC BEVERAGES BY THE DRINK FOR CONSUMPTION ON THE PREMISES OF CERTAIN QUALIFYING RESTAURANTS AND HOTELS/MOTELS FROM 11:00 A.M. TO 12:30 P.M.; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, on November 5, 2019, a duly called referendum was conducted as provided for by Official Code of Georgia Annotated Section 3-3-7 for the purpose of submitting to the current electors of Garden City, Georgia, for approval or rejection, the question of authorizing the Mayor and Council of Garden City, Georgia, to permit and regulate Sunday sales of alcoholic beverages by the drink for consumption on the premises of certain qualifying restaurants and hotels/motels from 11:00 a.m. to 12:30 p.m.; and,

WHEREAS, more than one-half of the votes cast on the question were for approval of Sunday sales of alcoholic beverages by the drink for consumption on the premises of certain qualifying restaurants and hotels/motels from 11:00 a.m. to 12:30 p.m.; and,

WHEREAS, the Mayor and Council wish to amend its ordinances pertaining to the sale of alcoholic beverages by the drink for consumption on the premises to reflect the preference of the electorate;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of Garden City, Georgia, and it is hereby ordained by the authority thereof that:

Section 1. Chapter 6, Article II, Division 3, of the Code of Ordinances of Garden City, Georgia, as amended, entitled "Alcoholic Beverages; Retail and Wholesale Dealers; Sale for On-Premises Consumption," is hereby amended by deleting Subsection (b) of Section 6-98, entitled "Sunday Hours of Sale in Hotels or Motels" and substituting in lieu thereof the following:

"Section 6-98. Sunday Hours of Sale in Hotels or Motels.

- (b) The sale of alcoholic beverages is authorized for consumption on the premises in any hotel or motel on Sundays between the hours of 11:30 a.m. and 12:00 o'clock midnight provided that such hotel or motel is

licensed to sell distilled spirits, malt beverages or wines,
and derives at least 50 percent of its total annual gross
income from the rental of rooms for overnight lodging.”

Section 2. Chapter 6, Article II, Division 3, of the Code of Ordinances of Garden City, Georgia, as amended, entitled “Alcoholic Beverages; Retail and Wholesale Dealers; Sale for On-Premises Consumption,” is hereby amended by deleting Section 6-99, entitled “Sunday Hours of Sale in Certain Restaurants” and substituting in lieu thereof the following:

“Section 6-99. Sunday Hours of Sale in Certain
Restaurants.

The sale of alcoholic beverages is authorized for consumption on the premises in any eating establishment within a C-2, C-2A, C-2A (B&W), and M zoning district on Sundays between the hours of 11:00 a.m. and 12 midnight. As used in this Code Section, the term “eating establishment” means an establishment which is licensed to sell distilled spirits, malt beverages, or wines, and which derives at least 50 percent of its total annual gross food and beverages sales from the sale of prepared meals or food.”

Section 3. This Ordinance shall become effective on the first day of the month subsequent to the certification of the above-mentioned election results by the Election Superintendent.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

ADOPTED THIS _____ day of November, 2019.

RHONDA FERRELL-BOWLES
Clerk of Council

RECEIVED AND APPROVED THIS _____ day of November, 2019.

DON BETHUNE
Mayor

Read first time:

Read second time and passed:



Regulatory Fees Schedule
Adopted by City Council November 18, 2019
Effective January 1, 2020

Regulatory Fees Schedule

Basic Fees		
Description	Rate	Fee
Planning Commission	Flat (initial and one follow up, if necessary)	\$500.00
	Flat (each additional over two)	\$250.00
Board of Appeals	Flat (initial and one follow up, if necessary)	\$250.00
	Flat (each additional over two)	\$125.00
Minor Subdivision	Flat	\$150.00

Building and Land Disturbance Permit Fees		
Fee Cap of \$50,000.00 on building permit only.		
NOTE: Fees are based on one initial review or inspection and one follow up review or inspection. Additional reviews or inspections are subject to being charged in accordance with the applicable fees included herein for that type of review or inspection.		
Description	Rate	Fee
Land Disturbance (under 1-acre total disturbance)	Flat	\$150.00
LDA Permit (over 1-acre total disturbance)	per acre	\$150.00
Single Family Dwelling	per climate controlled square foot	\$0.23
	per non-climate controlled square foot	\$0.10
Multi-Family Dwelling	per climate controlled square foot	\$0.23
	per non-climate controlled square foot	\$0.10
Manufactured Home	per climate controlled square foot	\$0.15
	per non-climate controlled square foot	\$0.10
Commercial	per climate controlled square foot	\$0.27
	per non-climate controlled square foot	\$0.22
Warehouse (including Additions and Renovations)	per square foot	\$0.15
Addition (Residential and Commercial)	per climate controlled square foot	\$0.23
	per non-climate controlled square foot	\$0.10
Renovation (Residential and Commercial)	per climate controlled square foot	\$0.15
	per non-climate controlled square foot	\$0.10
Storage/Accessory Buildings with Electricity and/or Plumbing	per square foot	\$0.10
Storage/Accessory Buildings without Electricity and/or Plumbing	per square foot	\$0.06
All Other Structures	per square foot	\$0.17

Other Permit Fees		
Description	Rate	Fee
Temporary Office (valid for 6 months)	per square foot	\$0.50
Fence	Flat (per lot)	\$50.00
Demolition	Flat (per lot)	\$100.00
Temporary Sign (valid for 30 days)	Flat	\$50.00
Permanent Sign (if sign is electrical, an electrical permit and inspection is required)	per square foot (\$50 minimum fee)	\$0.75
Well	Flat	\$50.00
Move a Structure into or Through Garden City	Flat	\$150.00
Encroachment Permit	Flat	\$50.00
Roadway Improvements (road as only structure)	per square foot	\$0.05
Re-Approval of Expired Permit (within 30 days of original permit expiration)	Flat	\$150.00
Zoning Certification Letter	Flat	\$25.00
Stormwater User Fee	Flat	\$350.00
Credit Application Review Fee		
Foreclosed & Vacant Property Registration Fee	Flat	\$50.00

Regulatory Fees Schedule (Continued)

Inspection Fees

**Projects requiring more than the minimum number of inspections will be charged at the one-time rate for each additional inspection*

Plumbing

Description	Rate	Fee
Residential (one time) <i>including renovations and re-inspections</i>	Flat	\$75.00
Commercial and Industrial (one time) <i>including renovations and re-inspections</i>	Flat	\$75.00
Residential (minimum 3 inspections)* <i>new construction and additions</i>	Flat	\$75.00 each, total \$225.00
Commercial and Industrial (minimum 5 inspections)* <i>new construction and additions</i>	Flat	\$75.00 each, total \$375.00

Electrical

Description	Rate	Fee
Residential (one time) <i>including renovations and re-inspections</i>	Flat	\$75.00
Commercial and Industrial (one time) <i>including renovations and re-inspections</i>	Flat	\$75.00
Residential (minimum 3 inspections)* <i>new construction and additions</i>	Flat	\$75.00 each, total \$225.00
Commercial and Industrial (minimum 5 inspections)* <i>new construction and additions</i>	Flat	\$75.00 each, total \$375.00

Building

Description	Rate	Fee
Residential (one time) <i>including renovations and re-inspections</i>	Flat	\$65.00
Commercial and Industrial (one time) <i>including renovations and re-inspections</i>	Flat	\$65.00
Residential (minimum 5 inspections)* <i>new construction and additions (slab)</i>	Flat	\$65.00 each, total \$325.00
Residential (minimum 6 inspections)* <i>new construction and additions (stem wall)</i>	Flat	\$65.00 each, total \$390.00
Commercial and Industrial (minimum 4 inspections)* <i>new construction and additions</i>	Flat	\$65.00 each, total \$260.00
Building Inspector Plan Review	Flat (residential)	\$75.00
	Flat (commercial and industrial)	\$225.00
HVAC	Flat (per visit)	\$75.00
Gas Meter	Flat (per lot)	\$50.00
Sprinkler	Flat (building < 50,000 sq. ft.)	\$75.00
	Flat (building > 50,000 sq. ft.)	\$100.00
Life Safety Inspection	Flat (per visit)	\$65.00
Fire Inspection	Flat (initial visit and one follow up)	no fee
	Flat (each additional after two failures)	\$50.00
Code Violation Re-inspection Fee	Flat	\$25.00
House & Principal Building Address Number Violation Fine	Per Day	\$10.00

Regulatory Fees Schedule (Continued)

Building & Inspection Fees Per Chapter 18; Section 18-85		
Description	Rate	Fee
Federally Funded Residential Projects	Reduction of Building & Inspection Fees	60% Reduction in Fees (Calculation Formula: Standard Fee Amount x 40% = Reduced Rate)
Hotel & Hospitality Industry Projects	Reduction of Building & Inspection Fees (Based on Residential Project Rate Reduction Formula Above)	60% Reduction in Fees (Calculation Formula: Standard Fee Amount x 40% = Reduced Rate)

Tree Removal		
<i>*Refer to the City's Tree Protection & Landscape Ordinance for more information regarding tree protection, removal & replacement</i>		
Description	Rate	Fee
Over five trees under 8" diameter <i>(total disturbance under 1 acre)</i>	Flat	\$100.00
Any one non-specimen tree over 8" diameter	per tree	\$25.00
Over 1-acre total disturbance (clearing) <i>(in addition to required LDA Permit)</i>	per acre	\$100.00
Specimen Tree Removal	per unit (see chart below)	\$250.00

Specimen Tree Diameter Unit Conversion Chart	
Tree Diameter	Unit Value
8"	1.0
10"	1.4
12"	1.9
14"	2.3
16"	2.7
18"	3.1
20"	3.6
22"	4.0
24"	4.4
26"	4.8
28"	5.3
30"	5.7
32"	6.1
34"	6.5
36"	7.0
38"	7.4
40"	7.8
42"	8.2
44"	8.7
46"	9.1
48"	9.5
50"+	10.0
<i>*Round odd numbers up to the nearest even number</i>	



Utility Fees Schedule

Adopted by City Council November 18, 2019
Effective January 1, 2020

Utility Fees Schedule		
Water Tap-in Fees		
Description	Rate	Fee
5/8 inch-2-inch water tap	Deposit	\$125.00
	Set-Up Charge	\$15.00
	Tap-In Fee (per REU) Inside City Limits	\$500.00
	Tap-In Fee (per REU) Outside City Limits	\$750.00
	Labor Fee (installed by the City)	\$572.00
	Labor Fee (installed by plumber)	\$150.00
4 inch-12-inch water tap	Deposit	\$125.00
	Set-Up Charge	\$15.00
	Tap-In Fee (per REU) Inside City Limits	\$500.00
	Tap-In Fee (per REU) Outside City Limits	\$750.00
	Labor Fee (installed by the City)	City does not install
	Labor Fee (installed by plumber)	\$250.00
*Note: Meter cost for potable water and fire lines, as well as, backflows, meter boxes and any additional equipment needed for installation are not covered under labor fees listed in the table above. Please call the Water Operations Department for current pricing.		
Sewer Tap-In Fees		
Description	Rate	Fee
4 inch-10-inch sewer tap	Deposit	\$125.00
	Set-Up Charge	\$15.00
	Tap-In Fee (per REU) Inside City Limits	\$650.00
	Tap-In Fee (per REU) Outside City Limits	\$975.00
	Labor Fee (installed by the City)	\$1,984.00
	Labor Fee (installed by plumber)	\$150.00
Water & Sewer Tap-In Fees Per Chapter 82; Section 82-186		
Description	Rate	Fee
Federally Funded Residential Projects	Flat Tap-In Fee (per REU) Inside City Limits	60% Reduction in Fees (Calculation Formula: Standard Fee Amount x 40% = Reduced Rate)
Hotel & Hospitality Industry Projects	Percentage Reduction of Tap-In Fee (per REU) Inside City Limits (Based on Residential Rate Reduction Formula Above)	60% Reduction in Fees (Calculation Formula: Standard Fee Amount x 40% = Reduced Rate)

Utility Fees Schedule (Continued)

Miscellaneous Fees		
Description	Rate	Fee
Labor (Includes City Truck)	per hour	\$76.00
Backhoe	per hour	\$200.00
Small Trackhoe	per hour	\$100.00
Trencher	per hour	\$50.00
Dewatering Pump	per hour	\$35.00
Air Compressor	per hour	\$35.00
Tap Water Main	per hour	\$75.00
Sewer Jet Machine	first 2 hours	\$300.00
	each additional hour	\$150.00
Miscellaneous	per hour	TBD

*All hourly charges shall include travel time to and from job location. Work performed outside regular business hours at the request of the customer shall be charged at 150% of the rates in the schedule. Miscellaneous charges shall include actual charges for equipment rented to perform the work. The above schedule shall be used to calculate charges when City staff or equipment is used on private facilities. The staging charge shall be used for construction but may be waived for other types of work at the discretion of the Director.

Fees Relating to Theft of Services		
Description	Rate	Fee
Code Enforcement Officer*	Hourly (Minimum of 1 Hour)	\$29.44
Meter Reader*	Hourly (Minimum of 1 Hour)	\$25.83
Water Repair Personnel*	Hourly (Minimum of 1 Hour)	\$57.83
Administrative Personnel*	Hourly (Minimum of 1 Hour)	\$26.12
Vehicle and Communication Charges	Hourly (Minimum of 1 Hour)	\$29.29
Meter Tampering Fee**	1 st Offense	\$150.00
	2 nd Offense	\$500.00
	3 rd Offense	\$1,000.00
Stolen Meter Fee	Flat	\$500.00
Meter Cost***	Flat	\$119.29
MXU Cost***	Flat	\$127.50
Meter Top***	Flat	\$19.96
Meter Valve***	Flat	\$30.38
Barrel Lock***	Flat	\$3.70
Pad Lock***	Flat	\$12.78

* Personnel costs include hourly rate of pay plus FICA, health and dental insurance, GMEBS retirement, ICMA-Match, and workers' compensation.
** Water consumption cost based on customer's average usage is an additional fee. All fees must be paid before reconnection occurs.
*** These costs are determined by the vendor and are subject to change.

Water Rates		
Base Charge per (REU Inside the City) \$15.87		
Base Charge (Outside the City) \$18.25		
Quantity	\$/1000 gal Inside the City	\$/1000 gal Outside the City
1 to 2,500 gallons	1.49	2.24
2,501 to 5,000 gallons	1.79	2.69
5,001 to 10,000 gallons	2.10	3.15
10,001 to 15,000 gallons	2.67	4.01
15,001 to 20,000 gallons	3.27	4.91
Over 20,000 gallons	3.87	5.81
Sewer Rates		
Base Charge per REU (Inside the City) \$18.34		
Base Charge per REU (Outside the City) \$21.09		
Quantity	\$/1000 gal Inside the City	\$/1000 gal Outside the City
1 to 2,500 gallons	2.27	3.41
2,501 to 5,000 gallons	2.45	3.68
5,001 to 10,000 gallons	2.54	3.81
10,001 to 15,000 gallons	3.29	4.94
15,001 to 20,000 gallons	4.04	6.06
Over 20,000 gallons	4.79	7.19

Utility Fees Schedule (Continued)	
Town Center - Water Rates	
Base Charge per REU - Water \$17.00	
Quantity	Water
1 to 10,000 gallons	2.71
10,001 to 15,000 gallons	3.39
15,001 to 20,000 gallons	3.71
Over 20,000 gallons	4.38
Town Center - Sewer Rates	
Base Charge per REU - Sewer \$20.37	
Quantity	Sewer
1 to 20,000 gallons	6.26
Over 20,000 gallons	6.62

Miscellaneous Utility Fees		
Description	Rate	Fee
Utility Account Deposit*	Flat	\$125.00
Sanitation Only Account Deposit*	Flat	\$40.00
Irrigation Meter Account Deposit*	Flat	\$125.00
Fire Line Meter Account Deposit*	Flat	\$125.00
Fire Hydrant Meter Deposit*	Flat	\$650.00
Apartment Cleaning Turn on/off Fee	Per Month	Contract Needed
Administrative Fee	Per Month	\$2.35
Late Fees	% of balance	25%
Returned Check Fee	Flat	\$35.00
Suspension Fee (Reconnection) (normal hours)**	Flat	\$50.00
Reconnect Fee (after hours)***	Flat	\$100.00
Stormwater Fee	Per REU, Per Month	\$4.75
Fire Protection Fee	Per REU, Per Month	\$12.50
Sanitation Fee (1 garbage & 1 recycling cart)	Per month	\$17.50
Rollout Cart Penalty Fee	Per Cart/Per Occurrence	\$7.00
*Refundable Deposit		
**Suspension (Reconnection) fees will be charged after 8:00am on the day of cut off whether service is disconnected or not. Service will be restored within 24 hours.		
***After hours reconnection fees are charged at a higher rate.		

Fire Line Service Charges	
Fireline Size	Monthly Fee
4"	\$25.00
6"	\$40.00
8"	\$60.00
10"	\$80.00
12"	\$120.00

The fireline service charge is for services provided by Garden City but not covered under the water commodity service charges or the fire protection fee. The charge is designed to recover cost of miscellaneous services related to water system readiness to serve and infrastructure sizing required to provide fire flow relevant to the facility’s fireline size.



Parks & Recreation Fees Schedule

Adopted by City Council November 18, 2019
Effective January 1, 2020

Parks & Recreation Program/Activity Fees & Facility Rental Fees

Program and Activity Fees		
Description	Rate	Fee
Sport Registrations	Per Sport (resident)	\$25.00
	Per Sport (non-resident)	\$35.00
Sponsor Fees	Without Signage	\$250.00
	With Signage	\$350.00
Summer Camp	Registration	\$25.00
	Per Week (does not include field trips)	\$75.00
Swimming Lessons (8 sessions)	Per Camper	\$35.00
	Per Non-Camper	\$45.00
Gymnastics (8 sessions)	Per Participant	\$40.00
Facility Rental Fees		
Description	Rate	Fee
Gym or Cooper Center Rental (Class C)	Refundable Deposit	\$100.00
	(Special Events Only)	No Charge
Gym or Cooper Center Rental (Class D)	Refundable Deposit	\$100.00
	Per Hour	\$38.00
Gym or Cooper Center Rental (Class E & F)	Refundable Deposit	\$100.00
	Per Hour	\$75.00
Gym or Cooper Center Rental (Class G)	Refundable Deposit	\$100.00
	Per Hour	\$85.00
Pool Rental (w/Gym)	Per Hour	\$38.00
Pool Rental (pool only)	Refundable Deposit	\$100.00
	Per Hour	\$38.00
Stadium Rental	Soccer	\$100.00
	Football	\$1,200.00
Sharon Park Rental	Refundable Deposit	\$100.00
	Flat Fee (up to 4 hours)	\$25.00
	Flat Fee (up to 8 hours)	\$50.00
Bazemore Park Rental	Per Field	\$50.00
	Per Field (with use of lights)	\$65.00
Bazemore Park Rental-Baseball Tournament	Refundable Deposit	\$150.00
	Per Field	\$50.00
	Per Field (with use of lights)	\$65.00
Concession Stand Rental	3 Days or Less - Flat Fee	\$200.00
	4 Days or More - Flat Fee	\$400.00
Booster Club Concession Rental		Based on Contract
Chain Baseball Field Rental		Based on Contract



Alcohol Beverage License Fees Schedule
Adopted by City Council November 18, 2019
Effective January 1, 2020

Alcohol Beverage License Fees

Description	Rate	Fee
Spirituos Liquors (Package)	Annual	\$2,722.00
Spirituos Liquors (By the Drink)	Annual	\$2,722.00
Beer and/or Malt Beverages	Annual	\$682.00
Wines	Annual	\$236.00
Advertising Cost/Processing Fee	Annual	\$75.00
Returned Check - Accounting	Each	\$35.00



**Motion Picture/Photographic Production
Fees Schedule**
Adopted by City Council November 18, 2019
Effective January 1, 2020

Motion Picture, Television, & Photographic Production Fees	
Description	Rate/Fee
Application Fee	\$25.00
Use of City Property	\$400.00 per day
Police Officer Security/Extras	\$40.00 per hour (4 hour min.)
Police Vehicle	\$50.00 per day
Firefighter	\$40.00 per hour (4 hour min.)
Fire Truck Water Tender 2,500 gallon	\$103.50 per hour (4 hour min.)
Fire Truck with a 1,250 gallon per minute pump	\$74.57 per hour (4 hour min.)
Fire Truck with a 75' ladder	\$121.00 per hour (4 hour min.)
Water Hookup, metering, water, etc.	Based on Current Rates
Public Works assistance in road closures, etc.	Based on Current Rates
Last Minute Changes and/or Requests	\$100.00



Municipal Court Fee Schedule

Adopted by City Council November 18, 2019
Effective January 1, 2020

FINE SCHEDULE	
LICENSES OFFENSES	BASE FEE/FINE
No Permit w/o License	\$300.00
No Permit on Person	\$10.00
Wrong Class of Permit	\$82.50
Expired Permit	\$82.50
Allowing Another to Operate Unlawfully (without Permit)	\$275.00
More than (1) Valid License	\$137.50
Failure to Obtain GA License (over 30 days)	\$137.50
Restrictive License	\$137.50

SPEEDING VIOLATION	BASE FEE/FINE
Too Fast For Conditions	\$150.00
SPEEDING	BASE FEE/FINE
<u>Zone 25 MPH</u>	
36-40	\$100.00
41-45	\$125.00
46-50	\$150.00
51-55	\$200.00
56-60	\$250.00
OVER 60	CT MANDATORY
<u>Zone 30 MPH</u>	
41-45	\$100.00
46-50	\$125.00
51-55	\$150.00
56-60	\$200.00
61-65	\$250.00
OVER 65	CT MANDATORY
<u>Zone 35 MPH</u>	
46-50	\$100.00
51-55	\$125.00
56-60	\$150.00
61-65	\$200.00
66-70	\$250.00
OVER 70	CT MANDATORY
<u>Zone 45 MPH</u>	
56-60	\$100.00
61-65	\$125.00
66-70	\$150.00
71-75	\$200.00
76-80	\$250.00
OVER 80	CT MANDATORY
School Zone & Construction Zones	BASE FINE DOUBLES

FINE SCHEDULE	
TRAFFIC CONTROL DEVICES	BASE FEE/FINE
Running Stop Sign	\$137.50
Running Red Light	\$137.50
Improper U-Turn	\$137.50
Disregarding Crossing Barrier	\$137.50
Disregarding Speed Barrier	\$137.50
Crossing Median	\$137.50
Failure to Obey Officer	\$150.00
Flashing Light	\$137.50
MOVING VIOLATIONS	BASE FEE/FINE
Improper Lane Usage	\$137.50
Improper Lane Change	\$137.50
Following Too Closely	\$137.50
Improper Passing	\$137.50
One-Way Street	\$137.50
Failure to Yield	\$137.50
Improper Turn	\$137.50
Cutting Corners	\$137.50
Changing Lanes or Turning w/o Reasonable Safety or No Turn Signal	\$137.50
Driving Wrong Way One Way	\$137.50
Unlawful Passing of School Bus	\$240.00
Move Over Law – LEO, EMS, FIRE	\$500.00
Move Over Law – GENERAL	\$250.00
NON-MOVING VIOLATION	BASE FEE/FINE
No Tag	\$137.50
No Rear View Mirrors	\$137.50
No Mud Flaps	\$137.50
Improper Lights	\$137.50
Improper Tag	\$137.50
Littering R/W	\$137.50
Parking in Handicap Zone	\$137.50
Impeding Flow of Traffic	\$137.50
Improper Use of Dealer Tag	\$137.50
Current Tag in Possession but Not Displayed	\$82.50
Expired Tag	\$82.50
Open Container	\$165.00
SIGNAL & LIGHT VIOLATIONS	BASE FEE/FINE
Failure to Dim	\$110.00
No Headlights	\$110.00
Headlight Out	\$110.00
No Headlight While Raining	\$110.00
Headlights Covered	\$110.00
MISCELLANEOUS VIOLATIONS	BASE FEE/FINE
Crossing Median	\$137.50
Limitations on Backing	\$137.50
Operating Vehicle w/ Headphones	\$110.00
Driving on Sidewalk	\$137.50
Excessive Volume of Radio	\$110.00
No Child Restraint Devices	\$35.00
2 ND OFFENSE	\$50.00
Parking in a No Parking Zone	\$110.00
Unsecured Load	\$137.50
Over Weight on Inner Street	\$220.00
Over Width/Length/Height	\$220.00
No Seat Belts	\$15.00
Hands Free	\$50.00
2 nd OFFENSE	\$100.00

FINE SCHEDULE	
INSURANCE VIOLATION	BASE FEE/FINE
No Proof of Insurance	\$40.00
COURT MANDATORY APPEARANCE	BASE FEE/FINE
No Insurance	CT MANDATORY
<u>Suspension Violation</u>	
1st Offense	CT MANDATORY
2nd Offense	CT MANDATORY
<u>DUI</u>	
First Offense	CT MANDATORY
Second Offense	CT MANDATORY
Third Offense	CT MANDATORY
<u>FLEEING TO ELUDE</u>	
First Offense	CT MANDATORY
Second Offense	CT MANDATORY
Third Offense	CT MANDATORY
Racing	CT MANDATORY
Laying Drag	CT MANDATORY
Vehicular Homicide	CT MANDATORY
Habitual Violator	CT MANDATORY
Reckless Driving	CT MANDATORY
Allowing Another to Operate Unlawfully (other than permit violation)	CT MANDATORY
All other Violations Not Specially Enumerated Above	CT MANDATORY
RECORDS FEE	
Administrative Fee (for collection & retrieval of documents)	TBD
Regular Copies	\$.10 cents per page
Certified/Notary	\$5.00
Incident Reports	\$.10 cents per page
Accidents Reports	\$5.00
DVD's	\$10.00
<p>In accordance with the Georgia Open Records Act (O.C.G.A. § 50-18-70), the following policies and procedures have been implemented in the Garden City Clerk's Office.</p> <p><u>Open Records Policy and Procedure</u></p> <p>We will respond to your request within 3 business days after we receive your request. Possible responses to your request could include:</p> <ul style="list-style-type: none">*If the information is readily available and clearly public, we will provide copies of the requested documents or tell you when and where you may examine the documents;*If the documents cannot be produced for examination or duplication within 3 business days because they are in active use or in storage, we will tell you when and where the requested documents will be available to you;*If the requested information is clearly exempt from public disclosure, we will tell you which provisions of the Georgia Open Records Act (O.C.G.A. § 50-18-70) apply to your request; or* In the unlikely situation that it is unclear what information you are requesting, we will notify you asking you to clarify your request.*No public officer or agency shall be required to prepare reports, summaries, or compilations not in existence at the time of the request (O.C.G.A. § 50-18-70(d)).*In addition, a reasonable charge may be collected for research, retrieval, and other direct administrative costs for complying with a request (O.C.G.A. § 50-18-71(d)).*If the estimated cost for your request exceeds \$25, we will notify you of the estimated cost before we fill your request. We require payment in advance when the estimated cost of producing copies exceeds \$100.*Be advised that any administrative fee incurred during collection and retrieval of documents is due at the time of review and/or delivery of documents, regardless of the number of copies taken.	



**Fire Prevention & Protection
Mitigation Rates**

*Adopted by City Council November 18, 2019
Effective January 1, 2020*

MITIGATION RATES	
BASED ON PER HOUR	
The mitigation rates below are average “billing levels” per hour, and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.	
These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average fire department’s actual burdened labor costs and not just a firefighter's wage. These include wages, retirement, benefits, workers comp, etc.	
MOTOR VEHICLE INCIDENTS	
<u>Level 1 - \$435.00</u>	Provide hazardous materials assessment and scene stabilization. This will be the most common “billing level”. This occurs almost every time the fire department responds to an accident/incident. This level could include traffic control, basic hazardous material assessment, and minor debris removal.
<u>Level 2 - \$495.00</u>	Includes Level 1 services in part or in whole plus expanded hazardous material identification and control, limited victim extrication (hand tools), heavy debris removal, and light extinguishment of vehicle fire.
<u>Level 3 – CAR FIRE - \$605.00</u>	Includes Level 1 and 2 in part or in whole, plus vehicle fire, breathing apparatus, rescue tools, structure protection, and large hazardous material identification and control.
<u>ADD-ON SERVICES</u>	
<u>FIRST RESPONDER - \$350.00 PER INCIDENT</u>	Medical response with the use of current medical supplies carried by response apparatus. Does not apply when the ambulance arrives on scene prior to the responding apparatus.
<u>Foam- \$25.00 per gallon</u>	Foam shall be used on most car fires and shall be charged in five (5) gallon increments.
<u>Extrication- \$1,305.00</u>	Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.
<u>Creating a Landing Zone - \$400.00</u>	Includes Air Care (multi-engine company response, mutual aid, helicopter, etc.). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s). Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.
<u>ADDITIONAL TIME ON-SCENE RATES</u>	Engine billed at \$400 per hour. Truck billed at \$500 per hour. Tanker billed at \$300 per hour. Miscellaneous equipment billed at \$300.
HAZMAT	
<u>Level 1 - \$700.00</u>	Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.
<u>Level 2 - \$2,500.00</u>	Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.
<u>Level 3 – \$5,900.00</u>	Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - each additional hour @ \$300.00 per HAZMAT team.
<u>ADDITIONAL TIME ON-SCENE RATES</u> <u>(for all levels of service)</u>	Engine billed at \$400 per hour. Truck billed at \$500 per hour. Tanker billed at \$300 per hour. Miscellaneous equipment billed at \$300

WATER INCIDENTS	
<u>Level 1</u> <i>Billed at \$400 plus \$50 per hour, per rescue person.</i>	Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common “billing level”. This occurs almost every time the fire department responds to a water incident
<u>Level 2</u> <i>Billed at \$800 plus \$50 per hour, per rescue person.</i>	Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.
<u>Level 3</u> <i>Billed at \$2,000 plus \$50 per hour per rescue person, plus \$100 per hour per HAZMAT team member.</i>	Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.
<u>Level 4</u>	Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.
<u>CHIEF RESPONSE</u> <i>Billed at \$250 per hour.</i>	This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.
<u>MISCELLANEOUS / ADDITIONAL TIME ON-SCENE RATES</u>	Engine billed at \$400 per hour. Truck billed at \$500 per hour. Miscellaneous equipment billed at \$300.
ILLEGAL FIRES	
<u>ILLEGAL FIRES</u> Assignment - \$400.00 per hour, per engine / \$500.00 per hour, per truck	When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. If the fire is started due to persons not following prescribed fire and life safety, building codes, and ordinances. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.
MITIGATION RATE NOTES	
<p>The mitigation rates above are average “billing levels” <u>per hour</u>, and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.</p> <p>These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department’s “actual personnel expense” and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.</p>	

RESOLUTION

WHEREAS, on or about June 15, 2015, the City adopted a pay plan proposed by Evergreen Solutions, LLC, establishing twenty (20) pay grades with minimum, mid-point, and maximum salaries, each pay grade having a range spread calculated as the percent increase from the minimum to maximum salary (the "Pay Plan"); and,

WHEREAS, upon adoption of the Pay Plan, the City adjusted the compensation rate for any City employee who was then being paid less than the minimum pay rate established in the Pay Plan for his/her position, said compensation being raised to the minimum pay rate in the Pay Plan; and,

WHEREAS, in August 2017, after again contracting with Evergreen Solutions, LLC, to make recommendations for updating the Pay Plan, the Mayor and Council adopted and implemented Phase I of the Employee Compensation Pay Plan Update Report of Evergreen Solutions, LLC, effective September 1, 2017, by (1) maintaining twenty (20) pay grades in the Pay Plan, (2) maintaining the range spread for pay grades 101-112 at sixty (60%) percent, and the range spread for pay grades 113-120 at sixty-five (65%) percent, and (3) increasing the Pay Plan by three (3%) percent for all pay grades and simultaneously raising all employee salaries by three (3%) percent so that no employee was earning less than the minimum salary for his/her pay grade; and,

WHEREAS, in May 2019, the City re-engaged Evergreen Solutions, LLC, to update the Pay Plan in accordance with its policy of reviewing employee compensation every three (3) years, it being intended that any updates which Evergreen Solutions, LLC, recommended and the City subsequently adopted would be effective Fiscal Year 2020; and,

WHEREAS, after performing an updated study of the City's compensation plan, Evergreen Solutions, LLC, recommended that the City implement the following two distinct actions:

- (1) On or about January 1, 2020, adjust the salaries of 6 employees such that they meet the minimum of their position range in an amount of \$5,420.
- (2) On or about October 1, 2020, adjust the salaries of 46 employees to better correlate them to the market conditions for their respective positions at the City in an amount of \$39,088; and,

WHEREAS, the City's Finance Director agrees with the recommendation of Evergreen Solutions, LLC, with the exception that the City should postpone a decision on adjusting the salaries of the above-mentioned 46 employees until midyear 2020 when the City will be better able to determine whether such adjustment is financially feasible given the City's budget conditions that that time;

NOW, THEREFORE, be it resolved by the Mayor and Council of Garden City, Georgia, and it is hereby resolved as follows:

1. Effective January 1, 2020, the City shall adjust the salaries of the 6 employees identified in the study of Evergreen Solutions, LLC, such that they meet the minimum of their position range in an amount of \$5,420.00.
2. In midyear 2020, the City shall consider, based on budgetary restraints, whether to adjust, October 1, 2020, the salaries of the 46 employees identified in the study of Evergreen Solutions, LLC, such that they better correlate to the market conditions for their respective positions at the City in an amount of \$39,088.
3. The City Manager, after consulting with the City's Finance Director, shall be authorized, on behalf of the City, to take whatever actions which he deems necessary to further the intent of this Resolution.

ADOPTED AND APPROVED this ____ day of November, 2019.

RHONDA FERRELL-BOWLES
Clerk of Council

Received and approved this ____, November, 2019.

DON BETHUNE, Mayor

RESOLUTION

A RESOLUTION TO ADOPT THE FY2020 OPERATING AND CAPITAL BUDGETS; TO PROVIDE APPROPRIATION OF FUNDS FOR OPERATING AND CAPITAL EXPENDITURES; AND TO APPROPRIATE FUNDING FOR SPECIFIC OPERATING AND CAPITAL FUNDS OF THE GARDEN CITY GOVERNMENT.

BE IT RESOLVED, by the Mayor and Council of Garden City, Georgia:

WHEREAS, the City Manager has prepared the annual operating budget and capital budget for the fiscal year commencing on January 1, 2020 and ending on December 31, 2020 and has transmitted same to the Mayor and Members of City Council for review in accordance with City Charter Section 3.12;

WHEREAS, the budgets have been reviewed by the Mayor and Council;

WHEREAS, a public hearing for the purposes of accepting public comment on the proposed budget was conducted on November 4, 2019, pursuant to notice being given in the Savannah Morning Newspaper no more than twenty (20) days and no less than one week in advance of the hearing, and;

WHEREAS, the proposed budgets comply with Section 2-264 of the City Code by being balanced with anticipated revenues (including appropriated unencumbered surplus) being equal to appropriated expenditures;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of Garden City, Georgia, in regular session assembled, does hereby adopt the General Fund Budget in the amount of \$10,153,034; Water and Sewage Enterprise Fund budget in the amount of \$5,343,729; Fire Protection Fund in the amount of \$2,114,653; the Stormwater Fund in the amount of \$927,585; the Sanitation Fund in the amount of \$426,262; SPLOST Capital Improvement Fund in the amount of \$1,955,000; the Hotel/Motel Tax Fund in the amount of \$362,000; the Tourism Fund in the amount of \$398,200; and the Confiscated Assets Fund in the amount of \$5,000 and that said budgets specify the anticipated revenue by appropriate categories and the appropriated expenditures for each department, as well as all non-departmental expenditures, in accordance with Code Section 2-264 of the City Code; and,

BE IT FURTHER RESOLVED that copies of this Resolution and referenced budget will be kept in the Office of the City Manager in City Hall and be made available for inspection by any member of the public.

ADOPTED this 18th day of November 2019.

Don Bethune, Mayor

RECEIVED AND APPROVED this 18th day of November 2019.

Rhonda Ferrell, Clerk of Council

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE CITY'S SERVICES CONTRACT WITH SAPP'S WRECKER SERVICE, INC., FOR THE PURPOSE OF INCREASING THE TOWING AND STORAGE FEES SET FORTH THEREIN TO REFLECT THE INCREASE OF THE CONSUMER PRICE INDEX; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT RESOLVED that the Mayor and Council of Garden City, Georgia, do hereby agree to increasing the towing and storage fees set forth in the City's year-to-year Services Contract with Sapp's Wrecker Service, Inc., dated December 9, 2015, to those set forth in the Bid Proposal attached hereto as Exhibit "A" to reflect the increase in the consumer price index since the execution of the Contract, and further agree for such increase to become effective on the automatic renewal of the Contract on December 9, 2019;

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute, on behalf of the City, an amendment to the above-mentioned Services Agreement similar to the one attached hereto as Exhibit "B" to evidence the City's agreement to the fee increases.

ADOPTED AND APPROVED by the Mayor and Council of Garden City, Georgia, this _____ day of November, 2019.

CITY OF GARDEN CITY, GEORGIA

RHONDA FERRELL-BOWLES
CLERK OF COUNCIL

Received and approved this _____ day of November, 2019.

DON BETHUNE
MAYOR, GARDEN CITY, GEORGIA

EXHIBIT "A"

GARDEN CITY, GEORGIA

BID

CHARGES TO THE OWNER OF THE VEHICLE:

VEHICLES CLAIMED BY OWNER

TOWING

PRICE PER TOW

1. Public vehicles, standard tow

\$175.00

2. Out of County City-owned passenger car tows

\$2.00 per mile

3. Additional Charges required for dolly

\$50.00

4. Charge for towing outside city limits

\$125.00 plus \$2.50 per mile

IMPOUNDED (in storage) VEHICLES LATER CLAIM BY OWNER

PRICE PER DAY (Seven days/week)

Storage Charges:

1.) Public Vehicles

\$25.00

CHARGES TO THE GARDEN CITY POLICE DEPARTMENT

1.) Seized (in storage) Public Vehicles

\$ 0

2.) City owned vehicles

NO TOWING /STORAGE CHARGE

SAPP'S WRECKER SERVICE, INC

11/01/2019

BID COMPANY NAME

DATE

AUTHORIZED SIGNATURE

EXHIBIT "B"

AMENDMENT TO SERVICES CONTRACT BETWEEN GARDEN CITY, GEORGIA, AND SAPP'S WRECKER SERVICE, INC.

THIS AMENDMENT TO SERVICES CONTRACT BETWEEN GARDEN CITY, GEORGIA, AND SAPP'S WRECKER SERVICE, INC. (the "Amendment"), is made and entered into this _____ day of November, 2019, by and between GARDEN CITY, GEORGIA (the "City"), and SAPP'S WRECKER SERVICE, INC. (the "Contractor").

W I T N E S S E T H:

WHEREAS, the City and Contractor entered into that certain Services Contract dated December 9, 2015 (the "Contract"), wherein the Contractor agreed to provide the City head-out wrecker services pursuant to the terms and conditions set forth in City's Bid Specifications, the Contractor's Bid Proposal, and the Agreement itself on a year-to-year basis with either party having the right to terminate the Contract on the Contract's anniversary date upon notifying the other party in writing at least thirty (30) days prior to said date of said party's intent to terminate the Agreement; and,

WHEREAS, Contractor has requested the City to amend the Contract as of the Contract's December 9, 2019, anniversary date for the purpose of increasing its fees for towing and storage to those set forth in the Bid Proposal attached hereto as Exhibit "A" to reflect the increase in the consumer price index since the execution of the Contract on December 9, 2015; and,

WHEREAS, the City is agreeable to such fee increases; and,

WHEREAS, the City and the Contractor are mutually desirous of entering into this Amendment to effect the above-mentioned fee increases;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein made and intending to be legally bound, the parties hereto hereby agree, effective as of December 9, 2019, as follows:

1. The foregoing recital of facts is hereby incorporated herein to the same extent as if hereinafter fully set forth. Capitalized words and phrases used herein which are not defined herein but which are defined in the Contract shall have the meanings ascribed thereto in the Contract.

2. The Contract is hereby amended by deleting the Bid Proposal setting forth the Contractor's charges for towing and storage fees attached thereto and incorporated therein by reference, and replacing it with the Bid Proposal attached hereto as Exhibit "A".

3. In the event of any inconsistency or conflict between the Contract and this Amendment, this Amendment shall control. Except as herein amended, the Contract shall remain in full force and effect and unamended. This Amendment shall be binding upon and shall inure to the benefit of the City and Contractor and their respective successors and assigns and shall be governed by Georgia law.

4. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and Contractor have executed this Amendment this ____ day of November, 2019.

GARDEN CITY, GEORGIA

By: _____
Ronald Feldner, City Manager

SAPP'S WRECKER SERVICE, INC.

By: _____
Darel Sapp, President

AUTHORIZED SIGNATURE

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE CITY'S PROFESSIONAL SERVICES AGREEMENT WITH REDSPEED GEORGIA, LLC, FOR THE PURPOSE OF DIRECTING THAT FIVE (5%) PERCENT OF THE REVENUES COLLECTED FROM PAID CITATIONS DERIVED FROM THE OPERATION OF THE CITY'S AUTOMATED TRAFFIC ENFORCEMENT SAFETY PROGRAM WITHIN SCHOOL ZONES BE PAID TO THE SAVANNAH-CHATHAM COUNTY PUBLIC SCHOOL SYSTEM; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT RESOLVED that the Mayor and Council of Garden City, Georgia, that RedSpeed Georgia, LLC, as the City's agent for conducting its automated traffic enforcement safety program in school zones within the City, pay the Savannah-Chatham County Public School System, as the holder of permits obtained from the Georgia Department of Transportation for the use of the program's automated traffic enforcement safety devices within the City's school zones, five (5%) percent of the revenues collected from paid citations generated by the operation of the program within such school zones for funding the School System's local law enforcement and public safety initiatives.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute, on behalf of the City, an amendment to the City's Professional Services Agreement with RedSpeed Georgia, LLC, similar to the one attached hereto as Exhibit "A", to provide for the above-mentioned payment to the Savannah-Chatham County Public School System.

ADOPTED AND APPROVED by the Mayor and Council of Garden City, Georgia, this
_____ day of November, 2019.

CITY OF GARDEN CITY, GEORGIA

RHONDA FERRELL-BOWLES
CLERK OF COUNCIL

Received and approved this _____ day of November, 2019.

DON BETHUNE
MAYOR, GARDEN CITY, GEORGIA

EXHIBIT "A"

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN GARDEN CITY, GEORGIA, AND REDSPEED GEORGIA, LLC

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN GARDEN CITY, GEORGIA, AND REDSPEED GEORGIA, LLC (the "Amendment"), is made and entered into this _____ day of November, 2019, by and between GARDEN CITY, GEORGIA (the "GOVERNING BODY"), and REDSPEED GEORGIA, LLC ("REDSPEED").

W I T N E S S E T H:

WHEREAS, GOVERNING BODY and REDSPEED entered into that certain Professional Services Agreement dated June____, 2019 (the "Agreement"), wherein REDSPEED agreed to provide for the consideration stated therein a turnkey system with all of the reasonably necessary elements required by Chapter 78, Article II, of the City Code to implement and operate an automated traffic enforcement safety program (the "ATESP") within the City's school zones; and,

WHEREAS, City has requested an amendment to the Agreement directing that RedSpeed transfer to the Savannah-Chatham County Public School System (the "School Board"), as the holder of permits obtained from the Georgia Department of Transportation for the use of the ATESP'S automated traffic enforcement safety devices in the City's school zones, five (5%) percent of the revenues collected from paid citations generated by the operation of the ATESP within the school zones for funding the School Board's local law enforcement or public safety initiatives; and,

WHEREAS, REDSPEED is agreeable to such an amendment;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein made and intending to be legally bound, the parties hereto hereby agree as follows:

1. The foregoing recital of facts is hereby incorporated herein to the same extent as if hereinafter fully set forth. Capitalized words and phrases used herein which are not defined herein but which are defined in the Agreement shall have the meanings ascribed thereto in the Agreement.

2. Paragraph 9 of Exhibit A to Agreement relating to the disbursement of revenues collected from paid citations generated by the operation of the ATESP within the City's school zones is hereby deleted in its entirety and replaced by the following:

"9. REDSPEED shall establish a demand deposit account bearing the title

“RedSpeed Georgia, LLC, as agent for the City of Garden City at CIBC Bank.” All funds collected on behalf of GOVERNING BODY, excluding REDSPEED’s monthly fees and any fees associated with electronic processing of violations, will be deposited in this account and then transferred by wire on or about the 15th calendar day of the month as follows: Five (5%) percent of all revenues collected from paid citations generated by the operation of the City’s automated traffic enforcement safety program within the City’s school zones shall be transferred by wire to the primary deposit bank of the Savannah-Chatham County Public School System (the “School Board”) for use in funding the School Board’s local law enforcement and public safety initiatives, with the balance being transferred by wire to GOVERNING BODY’s primary deposit bank. GOVERNING BODY shall identify the accounts of the School Board and GOVERNING BODY to receive funds wired from First Midwest Bank. The School Board and GOVERNING BODY shall sign W-9’s and blocked account agreements to ensure that the financial interests of the School Board and GOVERNING BODY in said bank account are preserved.”

3. In the event of any inconsistency or conflict between the Agreement and this Amendment, this Amendment shall control. Except as herein amended, the Agreement shall remain in full force and effect and unamended. This Amendment shall be binding upon and shall inure to the benefit of GOVERNING BODY and REDSPEED and their respective successors and assigns and shall be governed by Georgia law.

4. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, GOVERNING BODY and REDSPEED have executed this Amendment this _____ day of November, 2019.

GARDEN CITY, GEORGIA, GOVERNING
BODY

By: _____
Ronald Feldner, City Manager

REDSPEED GEORGIA, LLC

By: _____
Robert Liberman, Manager, Manager

RESOLUTION

WHEREAS, Garden City and the Georgia International and Maritime Trade Center (the "Authority") entered into an Intergovernmental Contract (the "Contract") dated as of November 15, 1999, as amended, for the purpose of having the Trade Center Tax described in the Contract and collected by the City paid to the Authority in order to assist the Authority in providing for the operation and management of the Georgia International and Maritime Trade Center (the "Trade Center"), and,

WHEREAS, Section 1.1 of the Contract, as amended, provides for its expiration on the earlier of December 1, 2016, or the date on which the Trade Center will no longer be operated for the purposes authorized by Georgia law; and

WHEREAS, on December 1, 2016, the City and the Authority executed that certain First Amendment to Intergovernmental Agreement, extending the expiration date of the Contract to December 31, 2036, or the date on which the Trade Center is not longer operated for the purposes authorized by the Georgia law creating the Authority, whichever date is earlier; and,

WHEREAS, the City and the Authority presently wish to extend the expiration date of the Contract again to December 31, 2052, or the date on which the Trade Center is no longer operated for the purposes authorized by the Georgia law creating the Authority, whichever date is earlier.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Garden City, Georgia, and it is hereby resolved by the authority of the same that the Second Amendment to Intergovernmental Contract (attached hereto as Exhibit "A") extending the expiration of the Trade Center Intergovernmental Contract to December 31, 2052, pursuant to the terms of said Amendment be executed by the Mayor and attested by the City's Clerk of Council with the City's seal affixed thereto, and be transmitted to the Authority for acceptance to be evidenced by its official execution of same.

ADOPTED BY THE Mayor and City Council this ____ day of November, 2019.

THE MAYOR AND COUNCIL FOR GARDEN CITY,
GEORGIA

By: _____
RHONDA FERRELL- BOWLES, Clerk of Council

RECEIVED AND APPROVED this the _____ day of November, 2019

DON BETHUNE, Mayor

EXHIBIT "A"

**SECOND AMENDMENT TO
INTERGOVERNMENTAL CONTRACT
(City of Garden City)**

This Second Amendment to Intergovernmental Contract (this "Second Amendment") is made and entered into as of the ____ day of _____, 2019, to be effective as of _____, 2019, by and between the **SAVANNAH-GEORGIA CONVENTION CENTER AUTHORITY**, a public corporation and instrumentality of the State of Georgia (the "Authority"), and **CITY OF GARDEN CITY**, a municipal corporation and a political subdivision of the State of Georgia (the "City").

WITNESSETH:

WHEREAS, the Authority is the successor to the Georgia International and Maritime Trade Center Authority in all contracts entered into by the Georgia International and Maritime Trade Center Authority which were in existence on July 1, 2019;

WHEREAS, Authority's predecessor and the City entered into an Intergovernmental Contract dated November 15, 1999, (the "Contract"), providing for the distribution and use of a hotel/motel tax;

WHEREAS, Authority and the City desire to further amend the Contract to extend the term thereof, subject to the terms and conditions herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements and other good and valuable consideration, the parties hereby agree to amend the Contract as follows:

1. Section 1.3 is deleted in its entirety and replaced with the following:

"Section 1.3 Effective Date; Duration of Term. This Contract shall be effective as of the date hereof and shall expire on the earlier of December 31, 2052, or the date on which, following its completion, the Authority will no longer be operated for the purposes authorized by the Act. This Contract may be renewed by agreement of the parties hereto."

2. The Authority shall be substituted for each and every instance in which the Georgia International and Maritime Trade Center Authority is referenced, the parties acknowledging and consenting that the Authority is the successor in interest to the Georgia International and Maritime Trade Center Authority pursuant to O.C.G.A. § 50-7-55. Accordingly, reference to the "Act" shall refer to Laws 2019, Act 65, § 1.

3. Except as provided in the First and Second Amendments, all terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their duly authorized officers as of the day and year first written above.

**SAVANNAH-GEORGIA CONVENTION
CENTER AUTHORITY**

(Corporate Seal)

By: _____
Chairman

Attest: _____
Secretary

CITY OF GARDEN CITY

(Corporate Seal)

By: _____
Mayor

Attest: _____
Clerk

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STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

RESOLUTION

A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY, GEORGIA TO ENTER INTO AN AGREEMENT WITH THE GARDEN CITY AREA CONVENTION AND VISITORS BUREAU AUTHORITY TO PROVIDE MARKETING, PUBLIC RELATIONS, ADVERTISING, AND OTHER SERVICES TO PROMOTE TOURISM, CONVENTIONS AND TRADE SHOWS IN THE CITY, IN RETURN FOR THE CITY'S PAYMENT TO THE AUTHORITY OF 33 1/3% OF THE HOTEL-MOTEL OCCUPANCY TAX WHICH THE CITY SHALL COLLECT AND DISBURSE PURSUANT TO CODE SECTIONS 48-13-51(A)(3.2) AND 48-13-51(A)(3.7) OF THE OFFICIAL CODE OF GEORGIA ANNOTATED; TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to Code Section 48-13-51 (a) (3.2) and Code Section 48-13-51(a)(3.7) of the Official Code of Georgia Annotated, the County (within the territorial limits of a special district located within the County), the City, and the other municipalities within the County, are authorized to levy and collect within the boundaries of said special district of the County and within the boundaries of said municipalities, respectively, an excise tax upon the furnishing for value of public accommodations at the rate of 6% of the charge to the public for such furnishing (the "Hotel-Motel Occupancy Tax"); and,

WHEREAS, pursuant to Code Section 48-13-51 (a) (3.2) and Code Section 48-13-51 9(3.7) of the Official Code of Georgia Annotated, Chatham County or a municipality levying the Hotel-Motel Occupancy Tax is required to expend in each fiscal year during which the Hotel-Motel Occupancy Tax is collected an amount equal to 50% of the Tax for the purpose of promoting tourism, conventions, and trade shows in the City or for the purpose of either the marketing or operation of trade and convention facilities; and,

WHEREAS, the City, pursuant to an ordinance duly adopted, has levied the Hotel-Motel Occupancy Tax at the rate of 6% and has authorized the expenditure of 16 2/3% of the Tax for the marketing and operation of the International Maritime Trade Center in Chatham County, Georgia, pursuant to an Intergovernmental Contract with the Georgia International and Maritime Trade Center Authority dated November 15, 1999, as amended on November 7, 2016, in accordance with the provisions of Section 48-13-51 (a) (3.2) and 48-13-51(3.7) of the Official Code of Georgia Annotated as set forth above; and,

WHEREAS, the Garden City Area Convention and Visitors Bureau Authority (the "GCACVB") presently wishes to enter into a written agreement with the City for the purpose of providing for the promotion of tourism, conventions and trade shows in the City in return for receiving 33 2/3% of the Hotel-Motel Occupancy Tax collected by the City; and,

WHEREAS, the GCVCVB was created by the Georgia General Assembly through an Act of the Georgia legislature approved on June 8, 2004 (Act 694 [House Bill 1115]) empowering the GCVCVB to function like a private corporation for the purpose of promoting tourism, trade, and conventions in the City through the expenditure of funds received by the City from the Hotel-Motel Occupancy Tax in accordance with a written agreement with the City setting forth , among other terms and conditions, a budget for the spending of such monies; and,

NOW, THEREFORE, in order to provide for the terms and conditions for GCACVB's promotion of tourism, conventions and trade shows in the City, the Mayor and Council of Garden City, Georgia, hereby authorize the City Manager to enter into and execute the proposed Agreement attached hereto as Exhibit "A".

The effective date of this Resolution shall be when approved by the Mayor and Council.

SO RESOLVED, this _____ day of November, 2019.

CITY OF GARDEN CITY, GA

RHONDA FERRELL-BOWLES
CLERK OF COUNCIL

Received and approved this _____ day of November, 2019.

THE MAYOR AND COUNCIL FOR THE
CITY OF GARDEN CITY

By: _____
RON FELDNER, City Manager

EXHIBIT "A"

AGREEMENT

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

THIS AGREEMENT made and entered into as the 1st day of January, 2020, by and between GARDEN CITY, GEORGIA, a municipal corporation chartered and existing under the laws of the State of Georgia, hereinafter referred to as "City," as party of the first part, and the GARDEN CITY AREA CONVENTION AND VISITORS BUREAU AUTHORITY, a public body corporate and politic under the laws of the State of Georgia, hereinafter referred to as the "Authority," as party of the second part,

WITNESSETH

WHEREAS, the City of Garden City, Georgia, by Ordinance enacted, is collecting a six cent (.06) excise tax from the furnishing for value to the public of room or rooms, lodging or accommodations during 2020, in accordance with Georgia Public Law No. 621, adopted by the Georgia Legislature in 1987, as amended and set forth in the Official Code of Georgia Annotated Section 48-13-51 (the "Hotel/Motel Tax"); and,

WHEREAS, the aforementioned laws set forth certain requirements upon local governments which have enacted the Hotel/Motel Tax, which include that an amount equal to the amount by which the total taxes collected pursuant to such Code Section exceed the taxes which would be collected by the City at the rate of three cents (.03) be expended on certain activities for those purposes as set forth in the above-referred to Code Section; and,

WHEREAS, the City has the right to enter into a contract or contracts with the State, a Department of State Government, a State Authority, a convention and visitors bureau authority

created by local Act of the General Assembly for a municipality, or a private sector non-profit organization organized as described in the Internal Revenue Code 501 (c) (6) for the purpose of allowing said funds to be expended to promote tourism, conventions and trade shows; and,

WHEREAS, the Authority is a public corporation created by the Georgia General Assembly through H.B. No. 1115, Act No. 694, on May 17, 2004, for the purpose of promoting tourism, trade, and conventions in Garden City, Georgia, through the expenditure of revenue generated from the hotel/motel tax which it receives from the City; and,

WHEREAS, the Authority has submitted to the City a proposed budget for the expenditure of the funds covered by this Agreement; and,

WHEREAS, the City desires to enter into a contract with the Authority, and the Authority agrees that it will enter into a contract with the City for certain purposes:

NOW, THEREFORE the parties agree as follows:

1. Beginning as of January 1, 2020, through December 31, 2020, the City agrees that it shall pay to the Authority an amount equal to 33 1/3% of the Hotel/Motel tax which is collected at the rate of six (6%) percent, provided the Authority has fulfilled its obligations under this Agreement.
2. Hotel/Motel Taxes levied for rooms, lodgings or accommodations and collected by businesses during a particular month are due and payable to the City by the 20th day of the subsequent month. The City agrees that it shall make payments to the Authority under this Agreement on or before the 15th of each month based upon collections it has received during the previous calendar month.

3. The City shall furnish a statement each month to the Authority which shall show the total amount of Hotel/Motel Taxes collected at the rate of six (6%) percent during the previous month and cumulatively for the year. The Authority shall likewise provide a monthly statement to the City outlining all expenditures made during the previous month, and cumulatively for the year, derived from the 33 1/3% of the total taxes which is received from the City.
4. A final settlement of amounts due under this Agreement shall be made by February 14, 2021. Any Hotel/Motel taxes received (credits given) by the City after December 31, 2020, which pertain to Hotel/Motel Taxes levied during January 1, 2020, through December 31, 2020, shall pertain to the period during which they were received from the lodgings or accommodations.
5. The final payments of amounts due under this Agreement for the period of January 1, 2020, to December 31, 2020, shall be paid to the Authority no later than February 14, 2021.
6. Upon receipt of the funds, the Authority agrees that it will provide marketing, public relations, advertising, and other services to promote the City's tourism industry. Specifically, the Authority's work program shall include the matters set forth in Exhibit "A" attached hereto and hereby made a part hereof, and the funds provided to the Authority hereunder shall be used only for the purposes set forth on Exhibit "A."
7. Prior to expending any funds for any purposes, or in any manner, not outlined in Exhibit "A," the Authority shall seek a budget adjustment from the City and such budget adjustment must be granted before the Authority may expend any funds in any manner not outlined in Exhibit "A." The Authority further agrees that it will expend all funds

received under this Agreement only for the purpose of promoting tourism, conventions and the other specific purposes set forth in the Official Code of Georgia Annotated Section 45-13-51, and as outlined in attached Exhibit "A."

8. The Authority shall provide to the City, by April 31, 2021, audited financial statements pertaining to the funds on hand, and said financial statements shall include an opinion rendered by a Certified Public Accountant that all funds received by the Authority under this Agreement have been expended in accordance with the requirement of this Agreement and in accordance with Official Code of Georgia Annotated Section 48-13-51, as amended. In addition, within thirty (30) days following the end of each calendar quarter, the Authority shall submit unaudited financial statements to the City showing receipt and expenditures of funds paid to the Authority by the City during the quarter. The Certified Public Accountant selected by the Authority and the methods and procedures by which the audit is conducted must be approved in writing by the City.
9. The City has adopted the proposed budget as part of its budget as required by Official Code of Georgia Annotated Section 48-13-51, as amended.
10. Either party may terminate this Agreement as a matter of convenience upon providing the other party advance notice of at least sixty (60) days. Upon the termination date, a final settlement of amounts due under this Agreement for the period ending with the termination date shall be made within forty-five (45) days after the termination date. Any Hotel/Motel Taxes received (credits given) by the City after the termination date which pertains to Hotel/Motel Taxes levied during the period ending with the termination date, and to which the Authority is entitled, shall pertain to the period during which they were received from the lodgings or accommodations.

11. Either party may terminate this Agreement for cause in the event the other party commits a material breach of any provision of this Agreement.
12. The Authority agrees to perform its duties and obligations under this Agreement in compliance with all applicable federal, state, and local laws, ordinances, and regulations.
13. All notices shall be by certified mail, return receipt requested, and sent to the City at 100 Central Avenue, Garden City, Georgia 31418-7548, and to the Authority at 100 Central Avenue Garden City, Georgia 31405.
14. This Agreement is restricted to the time period running from January 1, 2020, through December 31, 2020, subject to being prematurely terminated by either party for convenience pursuant to the terms of paragraph 10 hereof.
15. Upon termination or expiration of this Agreement, the outstanding obligations incurred by the Authority for capital improvements, billboard advertisements or other similar expenditures, which have been specifically approved by the City, shall be the obligation of the Authority unless the City contracts with another qualifying organization to assume that responsibility through the use of Hotel/Motel Tax revenue. Hotel/Motel Tax revenue shall be used to pay such obligations. The City shall not be required to assume any obligations which were not specifically approved by the Mayor and Council and shown on the official minutes of the City. The approval of the budget of the Authority by the City shall not constitute the specific approval required under this paragraph of this Agreement.
16. This Agreement constitutes the entire written agreement between the parties and shall be interpreted in accordance with the provisions of Georgia law.

IN WITNESS WHEREOF, the parties here to have caused those present to be duly
executed by their proper officials on the day and year first written as the date hereof.

CITY OF GARDEN CITY, GEORGIA

By: _____

Ron Feldner, City Manager

Signed, sealed and delivered before
me this 6th day of September,
~~2020~~ 2019

Witness

Notary Public



(SEAL)

GARDEN CITY AREA CONVENTION AND
VISITORS BUREAU AUTHORITY

By: _____

Signed, sealed, and delivered before
me this 24 day of August,
~~2020~~ 2019

Witness

Notary Public



Exhibit "A"

GARDEN CITY AREA CONVENTION AND VISITORS BUREAU AUTHORITY
Proposed 2020 Budget

2020 Budget - Garden City CVB

Income	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	Budget
Hotel/Motel Bed Tax	\$5,760	\$9,400	\$12,240	\$11,760	\$10,400	\$9,440	\$10,400	\$8,900	\$10,400	\$7,760	\$6,080	\$6,800	\$109,340
Southern Roots Fest								\$31,000					\$31,000
Reserves	\$572,760												\$572,760
													\$713,100
													Total Income

Expenses	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	Budget
Staff Salary	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$30,000
Office Space Rental	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$12,000
Administrative Fees	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$20,400
Insurance	\$2,500												\$2,500
Brochure Distribution	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$3,600
Staff & Board Development								\$2,000	\$2,000				\$4,000
Professional Fees (CPA & Legal)	\$1,750	\$700	\$700	\$700	\$700	\$700	\$1,750	\$700	\$700	\$700	\$1,750	\$700	\$11,550
Marketing Management	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$38,400
Social Media Management	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$6,000
Social Media Advertising	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$3,000
Digital Advertising	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000
Public Relations											\$2,500		\$2,500
Outdoor Billboards	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$30,000
Advertising Campaign Development										\$3,250			\$3,250
Southern Roots Fest								\$150,000					\$150,000
Contingency										\$3,000	\$3,000		\$6,000
Website Update + Management	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$6,000

Savannah Convention Center

Monthly Expense

\$18,700	\$15,150	\$15,150	\$15,150	\$15,150	\$15,150	\$16,200	\$167,150	\$17,150	\$21,400	\$21,700	\$45,000	\$45,000
											\$60,150	
											Total Expenses	\$398,200
											YTD Balance	\$314,900

Budget Assumptions:

- Hotel/Motel Bed Tax Collection estimate based on 2018-2019 numbers
- Reserves = Bank Account Balance - (August - December Bed Tax Estimates)
- Staff Salary for a part-time - 20 hours a week admin
- Office space rental for part-time staff
- Administrative fees paid to City of Garden City for staff time (Jackie & finance)
- Added professional fees for CPA & lawyer
- Expenses include Southern Roots Fest & Public Safety Day
- Fee to Savannah Convention Center is our agreement to pay yearly out of bed tax



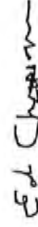
09/19/2019



09/17/2019



09/16/2019



09/16/2019



Five Year Strategic Plan July 2018

VISION

Moving Garden City Forward. Through marketing and PR, the CVB strives to attract individuals, families, and businesses to visit Garden City with the goal of increasing revenues and stimulating growth in the community.

SWOT ANALYSIS			
STRENGTHS	WEAKNESS	OPPORTUNITIES	THREATS
<ul style="list-style-type: none"> • Visit Garden City has the strong backing of the City of Garden City and the Mayor. • Its location, 5 minutes from Historic Savannah, helps expand the tourism landscape of what Visit Garden City will be able to promote. • Visit Savannah will be a resource for any type of tour and travel marketing; with limited service hotels, Visit Garden City is a great candidate for the group tour market. • State of Georgia has a strong tourism marketing program that benefits smaller CVBs like Visit Garden City. 	<ul style="list-style-type: none"> • Garden City has a lack of sophisticated retail, dining and attractions to truly promote as a must-see destination. • The hotel landscape is very limited, without some full-service hotels, the meetings and conventions market will not be an option for Visit Garden City. • City of Garden City needs to continue beautification and blight eradication efforts to increase the appeal of the city. 	<ul style="list-style-type: none"> • There is no signature Garden City special event that will bring people to Garden City from neighboring drive counties. • Sponsorships will be difficult to raise initially. Garden City CVB needs a couple of years to create trust and a strong product to show their partners before that can happen. • A Chamber of Commerce will help with a pro-business environment in Garden City. • Clean slate to create events and experiences that will attract visitors. 	<ul style="list-style-type: none"> • With a small annual budget, it is important to continue to find creative and effective ways to market Garden City. • Smaller, neighboring cities such as Pooler, Richmond Hill, and even Port Wentworth targeting the same audiences for tourism options when visiting Savannah.

5-YEAR STRATEGIC GOALS

Goal #1

Collaborate and work together with City Officials to ensure that Garden City CVB continues to represent the city in tourism-related business matters.

Goal #2

Create a yearly marketing plan to promote Garden City as a tourism destination, with an attention to putting heads in beds that will ultimately increase bed tax collections by 2% from 2018 - 2020.

Goal #3

Develop and implement a long-range plan to help beautify Garden City including welcome signage with flowers, hidden gardens and keeping Garden City clean. Events include: Annual Arbor Day Celebration and Garden City Clean-up Earth Day.

Goal #4

Develop a strong yearly digital marketing campaign to drive people to VisitGardenCityGa.com and increase overall website traffic by 10% Year-Over-Year.

Goal #5

Stay on top of Social Media trends to continue to increase Garden City's social footprint in hopes to increase engagement by 10% Year-Over-Year and to drive link clicks to VisitGardenCityGa.com. Continue to improve and increase the amount of native content through blog posts and live stories.

Goal #6

Maintain a Public Relations plan to continue to increase awareness of Garden City and its events through local and regional media placements. Utilize special events to raise awareness: Public Safety, Arbor Day, Southern Roots Music & Food Festival, Holiday Event, etc.

NATIONAL SOCIAL AND CULTURAL TRENDS

Consumers as Destination Brand Ambassadors

Visitors are now brand ambassadors for destinations. Constant updates about the experience (both good and bad), along with posted photographs can make the consumer an ever more important promoter and potential influencer of a destination.

Outdoor Recreation

According to the recently published Outdoor Recreation Economy Report, outdoor recreation spending is approximately \$646 billion in the United States. Continuing to promote outdoor opportunities and provide green space for activities is a great way to tie into the trend.

Purpose Driven Travel

As consumers continually see vacation time reduced, there is a heightened need for purpose-driven travel (e.g. a specific special event, hiking a specific location, etc). These trips are also driven by consumers who self-identify with a particular event or activity. For example, certain consumers may see themselves as foodies, wine aficionados, or are avid cyclists or golfers. As such, the ability to reach and communicate with niches based on activities is increasingly important for a destination.

Culinary Tourism

Many consumers today are looking for expanded culinary experiences while on vacation. Highlighting unique culinary options in or near Garden City promotes it as an ideal destination for potential visitors.

Cultural Tourism

Cultural offerings and experiences continue to provide destination visitors with an opportunity to access the authenticity of a destination through such offerings as art, entertainment, architecture, history, events and food.

Environmental Issues Remain a Priority

Environmental issues play an important role in the selection of a destination as well as the selection of activities while on vacation. Those destinations that place a strong emphasis on the environment will have a competitive advantage over those that do not.

Despite Increases in Travel – Value Still Prevails

There can be no doubt about the shift in the marketplace towards value, and this trend continues throughout all aspects of the industry. As such, it is critical for Garden City to effectively communicate the value it offers.

NATIONAL TOURISM TRENDS

There are many current trends for travel but no two destinations are alike. For the next five years, the Garden City CVB should look at and follow these trends: 1) Cultural Tourism, 2) Millennial Travel and 3) Group Tour Travel.

Cultural Tourism

Authentic, cultural tourism is VERY big right now especially with the millennial groups. Marketing message for Visit Garden City should be about the authentic and real South - people love southern themes and things.

Millennial Tourism

Reaching millennials should also be a priority. Millennials want to travel and explore, inviting them to stay in Garden City and going to visit Savannah for the day is a must. This will increase

occupancy, at the same time appealing to that generations' need for inexpensive travel. Digital is the preferred way of reaching these millennials as they rely on mobile devices for personal and professional use.

Group Travel Tourism

Because of limited hotels, meetings and conventions should not be a market for Garden City explores. Instead really concentrate on the group tour market - bus travel, family reunions and military reunions to name a few. Group travelers are usually older, retired and looking for hotels that can inexpensively accommodate their vacation. Partnering with Visit Savannah on sales missions would be important to reach this market. Suggested shows to attend: American Bus Association, Pow Wow, Girl Scout Convention and Georgia Governors' Conference on Tourism.

MARKETING TRENDS

Social Media Marketing vs. Traditional Marketing

Digital and mobile is really the way to go for advertising - especially when talking to the millennials. In an age where people want instant gratification of information and conversation, Social Media is the platform for that. Digital marketing is also less expensive when compare to traditional marketing and ROI can be more closely tracked.

Travel Flexibility and Control

The future of destination marketing organizations remain bright, especially in this age where travelers want instant gratification - they need to know they can search for information at their fingertips. Visitors want more control which equates to less pre-pre planning. Mobile usage continues to grow, while traditional media is having to make changes to include digital in order to stay afloat.

Shorter Vacation Time

Time continues to be the new currency due to the hectic nature of consumers' lives, and the impact is seen on vacation and travel. As such, vacation trips have become significantly shorter in duration. Thus, consumers are looking for hassle-free vacations, placing greater importance on methods of direct access information.

TECHNOLOGY TRENDS

Digital users are everywhere. Consumers are accessing the web through a variety of devices (mobile, tablet, desktop) and operating systems. Along with mobile app and mobile web, this makes it more challenging to identify target audience behavior.

Multi-screen multitasking (think using a smart phone while watching TV) is no longer unusual consumer behavior. As a result, identifying where a target audience spends time is not as

simple as it used to be. Destinations need to recognize consumers as individuals or "micro-audiences."

Mobile Marketing Strategy

Time spent on the mobile web is growing at 14 times the rate of desktop internet usage essentially dethroning the "regular" internet and crowning mobile as the new leader. Therefore, a mobile marketing strategy is no longer optional for destinations but essential to maintain marketplace share.

Content Marketing Strategy

Marketers are now publishers, using content to drive a variety of interactions throughout (and beyond) the AIDA (Awareness, Interest, Desire, Action) funnel. Content includes paid, earned and owned content, as well as images, video and words. It is absolutely critical to have a content marketing strategy to effectively reach passion based target segments.

Social Driven Engagement Drives Preferences

User reviews are a key influence in consumer decision making especially if they are reviews from family members or friends, Facebook, or even sites such as Yelp. As a result, the online reputation management and social media monitoring are long term critical elements for tourism management.

VISION

This strategy includes the best use of marketing principles to achieve business goals. For the next five years, we will incorporate these trends into CVB functions to achieve the stated goals. Garden City CVB is in a great position to lead the City of Garden City in smart growth through community development and tourism marketing.

STATE OF GEORGIA)
COUNTY OF CHATHAM)

RESOLUTION

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY TO THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR A 2020 LOCAL MAINTENANCE IMPROVEMENT GRANT TO ASSIST WITH FUNDING FOR THE RESURFACING OF ROMMEL AVENUE IN GARDEN CITY; TO FURTHER AUTHORIZE THE CITY MANAGER TO ACCEPT AND EXECUTE A WORK ORDER OF BRENNAN JONES ENGINEERING ASSOCIATES, LLC, FOR THE DESIGN, BID SOLICITATION, AND CONSTRUCTION ADMINISTRATION ASSOCIATED WITH THE ROAD WORK; AND FOR OTHER PURPOSES.

WHEREAS, a recent inspection of the existing pavement condition on Rommel Avenue from Augusta Road to Main Street revealed that the road has deteriorated over time and would greatly benefit from a new surface layer of asphalt; and,

WHEREAS, the City Manager has therefore recommended that the City apply to the Georgia Department of Transportation for the award of a 2020 Local Maintenance Improvement Grant to be used towards the milling, levelling, and resurfacing of Rommel Avenue; and,

WHEREAS, if awarded, the 2020 Local Maintenance Improvement Grant would be in the amount of \$106,025.00 which would require the City to contribute a 30% match payment in the amount of \$31,807.00, and to additionally pay \$60,333.00 in order to complete the resurfacing project which has been estimated to cost \$213,165.00 (including estimated engineering fees of \$15,000.00 to be paid to the City's Engineer, Brennan Jones Engineering Associates, LLC, for designing, bid solicitation, and construction administration); and,

WHEREAS, the City's Finance Director has indicated that sufficient funds are available in the City's 2020 General Operating Fund to cover the City's portion of the road resurfacing costs;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, AND IT IS HEREBY RESOLVED that the City Manager, with the

assistance of staff, apply to the Georgia Department of Transportation for a 2020 Local Maintenance Improvement Grant to be used for the resurfacing of Rommel Avenue from Augusta Road to Main Street, and to represent in such application that the City is prepared to contribute its required 30% match payment to the resurfacing project together with whatever amount is required to fully fund the project costs which has been estimated at \$213,165.00.

BE IT FURTHER RESOLVED THAT in anticipation of being awarded the Grant, the City Manager request that Brennan Jones Engineering Associates, LLC, submit for the City Manager's acceptance and execution a work order pursuant to the company's Agreement for Services with the City dated June 2, 2013, setting forth fees not to exceed \$15,000.00 for the design work, bid solicitation, and construction administration associated with the road resurfacing project relating to the milling, levelling, and resurfacing of the Rommel Avenue Road improvements.

Adopted and approved this ____ day of November, 2019.

RHONDA FERRELL-BOWLES
Clerk of Council

Received and approved this ____ day of November, 2019.

DON BETHUNE, Mayor

STATE OF GEORGIA)
COUNTY OF CHATHAM)

RESOLUTION

A RESOLUTION OF THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND ENTER A GOVERNMENTAL AGREEMENT AND ANCILLARY DOCUMENTS WITH THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH FOR WATER SUPPLY SERVICE ON A WHOLESALE BASIS PROVIDED BY SAVANNAH TO GARDEN CITY FOR THE PROSPERITY DRIVE SERVICE AREA.

WHEREAS, Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia provides that municipalities of the State may contract with one another for any period not exceeding fifty (50) years; and,

WHEREAS, pursuant to such authority Savannah and Garden City desire to enter into an agreement concerning the provision of water supply service on a wholesale basis by Savannah to Garden City for use within Garden City's Prosperity Drive Service Area as shown on the attached Exhibit "A"; and,

WHEREAS, the City of Savannah has the facilities and equipment to provide water supply service outside its city limits to Garden City's Prosperity Drive Service Area; and,

WHEREAS, Garden City, finds it appropriate and cost effective to contract for such services; and,

WHEREAS, Garden City and the City of Savannah have a longstanding history of entering into water supply service contracts for the wholesaling of water by Savannah to Garden City for use within areas better accessible to Savannah water connection points than to those of Garden City; and,

WHEREAS, for the above-stated reasons, it is in Garden City's best interests to enter into a water supply service agreement for the provision of water on a wholesale basis by Savannah to

Garden City for use within the Prosperity Drive Service Area similar in form to the Water Service Agreement attached hereto as Exhibit "B" defining the rights and obligations of each party with respect to the supply of water to the City's Prosperity Drive Service Area.

NOW, THEREFORE, THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA,
DO HEREBY RESOLVE AS FOLLOWS:

SECTION 1: The Water Service Agreement attached hereto as Exhibit "A" and made a part hereof by this reference, is hereby approved in substantially the form attached hereto, subject to further modifications being made thereto by the City Manager, with the assistance the City Attorney, during further contract negotiations with the City of Savannah.

SECTION 2: Once in final form, the City Manager is hereby authorized to execute the Agreement and such other ancillary documents as may be necessary for carrying out the terms and provisions of the Agreement.

SECTION 3: The City Manager is further hereby authorized to take such other and further actions as may be necessary and appropriate to carrying out the intent to this Resolution.

Adopted and approved this ____ day of November, 2019.

RHONDA FERRELL-BOWLES
Clerk of Council

Received and approved this ____ day of November, 2019.

DON BETHUNE, Mayor

EXHIBIT "A"

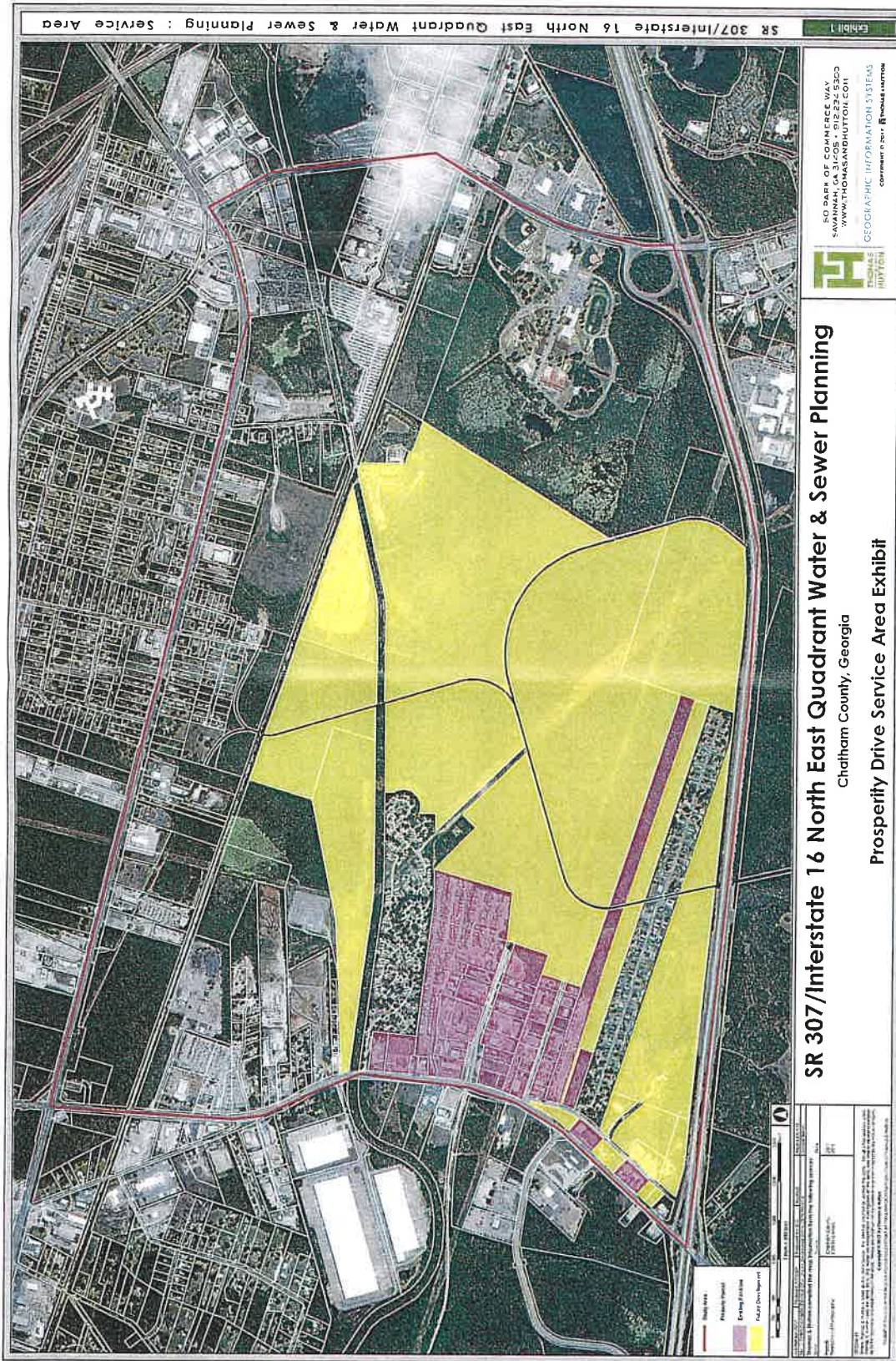


EXHIBIT "B"

*Draft of September 11, 2019
Revised October 29, 2019*

STATE OF GEORGIA)	
)	WATER SERVICE AGREEMENT
COUNTY OF CHATHAM)	
)	

THIS AGREEMENT (the "**Agreement**") made and entered into this ____ day of _____, 2019 between the **MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation organized and existing under the laws of the State of Georgia (herein after referred to as "**Savannah**"), and the **CITY OF GARDEN CITY, GEORGIA**, a municipal corporation organized and existing under the laws of the State of Georgia (herein after referred to as "**Garden City**");

WHEREAS, Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia provides that municipalities of the State may contract with one another for any period not exceeding fifty (50) years; and

WHEREAS, pursuant to such authority Savannah and Garden City desire to enter into an agreement concerning the provision of water supply service on a wholesale basis by Savannah to Garden City for use within a certain geographic area within Garden City, as depicted in Exhibit 1, and

WHEREAS, it is in the best interest of the citizens of Savannah and Garden City that this agreement be consummated and that such commitments be made.

NOW THEREFORE, in consideration of the mutual covenants and agreements, and benefits to the parties, Savannah and Garden City agree as follows:

1. **Definitions.** Unless the context clearly requires otherwise, all terms used herein shall have the meanings set forth in this section.
 - 1.1. "ERU" or "Equivalent Residential Unit" means number of residential units to which the water demand of a customer is equivalent, where a residential unit is assumed to have an average demand of 300 gallons per day
 - 1.2. "Master Water Meter" shall mean the meter located at the Water Metering Station which shall be designed to measure the quantity of water delivered to Garden City by Savannah.
 - 1.3. "Maximum Water Delivery Rate" shall mean a maximum flow of 470 gallons per minute.
 - 1.4. "Maximum Water Monthly Average" shall mean 250,000 gallons per day

measured on a monthly average basis.

- 1.5. "Service Area" shall mean the area within Garden City which is depicted in Exhibit 1 attached to this Agreement and made a part hereof.
- 1.6. "Water Delivery Point" shall mean the point at the Water Metering Station which is immediately upstream (i.e. on the Savannah side) from the backflow prevention valve.
- 1.7. "Water Metering Station" shall mean the metering facility that will house the Master Water Meter and backflow prevention valve which shall be located at the point of interconnection of the Savannah water system and the Garden City water system.
- 1.8. "Water Minimum Purchase Quantity" shall mean the volume, in gallons, of water to be taken on a daily basis, of all water line extensions installed by Garden City as provided for in Section 2.2 of this Agreement. The volume of water line extension shall be calculated based on actual inside diameter of installed piping, including fittings, and the actual length of said water piping from the point of connection to the City of Savannah main to the backflow prevention device at the Water Metering Station.

2. **Water Service.**

- 2.1. **Water Supply.** Savannah shall endeavor to make potable water meeting the drinking water requirements of all applicable regulatory agencies available to Garden City at the Water Delivery Point at a monthly average pressure of 50 pounds per square inch and a minimum pressure of 20 pounds per square inch. The water available under this agreement shall be used by Garden City solely to serve water customers located within the Service Area.

Garden City shall not take, and Savannah shall not be obligated to deliver, water at a rate greater than the Maximum Water Delivery Rate. However, for periods during which water is being used for fighting fires to which the Garden City fire department has responded, Savannah shall endeavor to meet the water rate of flow demands for the duration of such fire fighting emergency.

Garden City shall not take, and Savannah shall not be obligated to deliver, water in excess of the Maximum Water Monthly Average in any month. Both parties agree that this agreement can be amended in the future to allow increases in Water Supply as requested by Garden City and approved by Savannah.

- 2.2. **Water Metering Station.** Garden City shall design, fund and construct the Water Metering Station including the Master Water Meter, chart recorder,

control valves, and check valve to prevent backflow at the location to be mutually agreed upon by the City Manager of Savannah and the City Administrator of Garden City.

Garden City shall also design, fund and construct any water line extensions necessary to connect the Water Metering Station to the Savannah water system. The design of the Water Metering Station and any water line extensions necessary to connect said station to the Savannah water system shall be subject to review and approval by Savannah prior to construction.

Any SCADA (Supervisory Control and Data Acquisition System) monitoring equipment necessary to monitor and control the delivery of water at the Water Metering Station desired by Savannah shall be funded by Savannah.

Upon completion of the Water Metering Station and any water line extensions necessary to connect said station to the Savannah water system in accordance with the approved plans, Garden City shall convey ownership of the Water Metering Station to Savannah including fee simple title to the station site and all necessary rights for access to the site. After accepting ownership of the Water Metering Station, Savannah shall assume responsibility for the maintenance and calibration of same. The facilities conveyed shall include the entire station up to and including the backflow prevention check valve.

Garden City shall retain ownership, operation, and maintenance responsibilities for the waterline and associated appurtenances connecting the proposed water metering station to the Savannah water system existing along the western right-of-way of Dean Forest Road.

- 2.3. **Metered Water Consumption Charge**. To allow Savannah to recover operating costs it will incur to deliver water under this agreement, Garden City shall pay to Savannah a consumption charge for each 1000 gallons Savannah delivers to the Water Delivery Point as measured by the Water Master Meter. The consumption charge shall be stated in terms of dollars per 1000 gallons. The rate at all times shall equal .67 (i.e., a 33% discount) multiplied by the Effective Rate charged by Savannah to its retail water customers on the outside-city rate schedule with a monthly usage of 1,250 cubic feet (9,350 gallons) as set by the Savannah Revenue Ordinance, as changed from time to time.

The current applicable consumption charge rate based on the 2019 Savannah municipal water rate, effective April 1, 2019 is \$2.26 per 1000 gallons (which is equivalent to \$1.69 per one hundred cubic feet).

In no event shall the consumption charge rate applicable to Garden City be more or less than the Effective Rate charged by Savannah to its retail water

customers on the inside-city rate schedule with a monthly usage of 1,250 cubic feet (9,350 gallons) as set by the Savannah Revenue Ordinance, as amended from time to time.

Effective Rate for purposes of the preceding paragraphs is computed by dividing the total monthly water charges for a customer with monthly usage of 1,250 cubic feet (9,350 gallons) by 9.350 1000-gallons to arrive at an average effective rate in terms of dollars per 1,000 gallons.

Water Capital Cost Recovery Charge. To allow Savannah to recover capital costs it has incurred to provide water supply capacity to Garden City under this Agreement, Garden City shall pay to Savannah a Water Capital Cost Recovery Charge. The Water Capital Cost Recovery Charge shall apply to all metered usage measured by the Master Water Meter. The Water Capital Cost Recovery Charge will be paid by Garden City in two methods:

- 2.3.1. For existing residents, commercial/industrial facilities, and other existing facilities identified within the service area as of the date of this agreement, a total of 90 ERUs is calculated and mutually agreed upon by Savannah and Garden City. Garden City shall pay monthly to Savannah a Water Capital Recovery Charge based on the prevailing water connection charge for areas outside of the City as set by the Savannah Revenue Ordinance, as amended from time to time (currently \$1,380 per ERU) amortized at 5% annually over a 20-year period multiplied by the identified 90 ERUs of existing development within the service area. Based on the current outside-city connection charge of \$1,380 per ERU, the Water Capital Cost Recovery Fee rate shall initially be \$819.67 per month.
- 2.3.2. For new development and redevelopment within the service area, new customers will pay the prevailing water connection charge for areas outside of the City as set by the Savannah Revenue Ordinance, as amended from time to time (currently \$1,380 per ERU). New customers must pay the water connection charge prior to connection and installation of meter.

The number of ERUs assigned to any customer shall be determined by the Savannah Revenue Ordinance, as amended from time to time, provided however that the determination of the number of ERUs for customers in Garden City shall be made on the same basis as for customers within Savannah. The Water Capital Cost Recovery Charge shall be paid by the end of the month following the month in which a building permit for construction on the new customer's site was issued (or by the end of the month following the month of connection in the case of a customer who is permitted to connect without the issuance of a building permit). Monthly payments shall be accompanied by a report identifying the specific location of each new customer for which payment is made

together with a copy of each applicable building permit.

- 2.5.3 Garden City is free to charge new customers any connection fee it wishes (either above or below the amount stated above) for customers connecting to its water system, however, the amount payable by Garden City to Savannah for each connection shall be as stated above.

The Water Capital Cost Recovery Charge shall apply to each and every new water service throughout the entire service area limits, as established on the date of this agreement, of the Garden City SR 307/Interstate 16 Northeast Quadrant Area. Garden City is free to use wholesale water as contemplated herein to provide water service throughout the entire service area as shown on Exhibit 1, as established on the date of this agreement of Garden City.

Savannah and Garden City shall cooperate in any audit and make reasonably available records concerning building permits and connections to its water system to permit verification of compliance with this section.

It is the intent of this agreement that all new water customers shall contribute their share of the capital funding of water supply facilities through the payment of the Water Capital Cost Recovery Charge. Garden City agrees to diligently report new connections to their water system, and to remit the agreed upon Capital Cost Recovery Charges to Savannah. Any failure to remit such Capital Cost Recovery Charges to Savannah discovered by audit or otherwise, shall entitle Savannah to temporarily increase the metered consumption charge to recover an amount equal to the amount of Capital Cost Recovery Charges that were not properly remitted.

- 2.4. **Minimum Purchase Quantity and Water Quality.** In each billing period Garden City shall be required to purchase water in a quantity equal to or greater than the Water Minimum Purchase Quantity as defined in Section 1.8. In order to achieve this quantity, Garden City may need to flush water. This is necessary to maintain water quality at the delivery point in a manner consistent with the Georgia Rules for Safe Drinking Water.

- 2.5. **Required Future Water Improvements.** In the event that Savannah is required by any regulatory agency, or by any law, rule, or regulation, to increase the level of treatment, or make other improvements or undertake capital maintenance to the I&D Water Treatment Plant or the water transport system so as to increase the capital costs for providing water under this agreement, then the water capital cost recovery charge and/or the water metered consumption charge shall be equitably adjusted. Said adjustments will be reviewed in detail with Garden City.

For purposes of this section "capital maintenance" shall mean a renewal or replacement of facilities or equipment costing in excess of \$250,000.

- 2.6. **Operation and Maintenance and Water Quality Responsibilities.** Garden City shall be responsible for the construction, funding, operation, maintenance and compliance with applicable law and regulations of the Garden City water and sewer system located in Garden City downstream from the Water Delivery Point.

Savannah shall be responsible for delivering potable water meeting all drinking water requirements of applicable regulatory agencies to the Water Delivery Point. The quality of water after it passes through the Water Delivery Point shall be the responsibility of Garden City.

It is recognized that rules and regulations of regulatory agencies may require Savannah to implement new disinfection technology or other changes that may affect the chemical characteristics of the delivered water. Such changes may in turn require corresponding changes in the operation of the Garden City water system. The parties shall keep each other informed on the potential impact that such new regulatory requirements may have. Each party shall be responsible for making, and funding, the changes that such requirements may impose on its own system.

- 2.7. **Water Emergencies and Rationing.** In the event of an emergency which affects Savannah's ability to deliver water caused by force majeure, act of God, mechanical failure, transport line failure, contamination of source water supply, an order by a regulatory agency, or other uncontrollable circumstance, Savannah will be entitled to curtail deliveries to Garden City during the duration of such emergency.

In the event Savannah institutes rationing of water, Garden City shall be entitled to its pro rata share of water based on actual water taken during the 12 months preceding the institution of any water rationing plan.

Savannah shall use reasonable diligence and care to deliver water to the Water Delivery Point and to avoid any shortage or interruption of such delivery.

3. **System Maps and Plans.** Garden City shall, upon reasonable request, provide Savannah with updated diagrams or maps showing the water and sewer lines, and parcel lots in the Service Area, and master plans for areas of future planned water and sewer service. Such updated diagrams, maps or master plans shall be provided no less frequently than annually, unless the configuration of water system, maps, and master plans remain unchanged from previous information provided.
4. **Meter Calibration Tests and Meter Failure.** Maintenance of the Water Master Meter, including periodic calibration, shall be the responsibility of Savannah.

Garden City may request that additional calibrations of the meters be made, but such requests may be made no more frequently than once in a twelve-month period. The cost of meter calibration tests (requested by Garden City) shall be paid by Garden City unless the test determines that the registering error of the meter was greater than 15% in which case the cost shall be paid by Savannah. If as a result of such requested test, it is determined that a meter had a registering error greater than 15% then bills rendered during the twelve (12) month preceding the test shall be adjusted (up or down as applicable) based on the test results.

In the event that a meter does not properly register flows due to a mechanical failure, then flows during the period of such failure shall be estimated for billing purposes based on the average daily flow measured for the month preceding the failure when the meter was functioning properly.

5. **Indemnification.** Savannah shall indemnify and hold Garden City harmless for any costs it may suffer that resulted from negligence of Savannah in the operation of its water system.

Garden City shall indemnify and hold Savannah harmless for any costs it may suffer that resulted from negligence of Garden City in the operation of its water and sewer system.

6. **Interest on Overdue Payments and Non-Payment.** Interest at the legal rate shall be charged on the unpaid balance of any amount not paid when due. Said interest shall begin to accrue on the payment due date.

Savannah will be relieved of its obligation to continue to deliver water to Garden City, in the event that payments due hereunder remain unpaid in excess of ninety (90) days after the date due. Garden City shall be provided notice of non-payment, and shall have ten (10) days from the date of such notice to make payment before Savannah is relieved of its obligations.

7. **Excess Usage.** Excess Usage means water taken by Garden City in any hour (for periods during which water is not being used for fighting fires to which the Garden City fire department has responded) in excess of the Maximum Water Delivery Rate, or water taken in excess of the Maximum Water Monthly Average. Savannah shall give notice to Garden City of the occurrence of Excess Usage. Upon receipt of such notice, Garden City shall immediately take steps to eliminate such Excess Usage.

If after 30 days of such notice Excess Usage continues to occur, then Savannah, at its option, may adjust the Metered Water Consumption Charge and Water Capital Cost Recovery Charge to equitably recover additional costs on account of such Excess Usage and Garden City shall pay charges at such adjusted rates, and/or Savannah may install physical devices to limit the quantity of water taken to be within the quantities provided for under this Agreement. In addition, it is agreed that

the charges for excess water taken shall be 1.5 times the charges defined in Sections 2.4 and 2.5 hereof.

Water usage caused by water system damage due to force majeure or acts of God shall not be considered excess usage under this agreement, and therefore not subject excess usage charges or fees. Garden City will take immediate steps to repair damaged piping and appurtenances due to force majeure or acts of God, and promptly notify the City of Savannah of such damage.

8. **Sewage Treatment Responsibility.** Savannah shall have no responsibility for the conveyance or treatment of sewage with regard to the areas served by Garden City. Garden City shall reimburse any costs imposed on Savannah by the action of any regulatory agency with regard to sewage service within the service areas of Garden City.
9. **Provisions of Law.** All generally applicable provisions of law now or hereafter in effect relating to water or sewer service by the City of Savannah shall be applicable to this agreement.
10. **Notices.** Any notices required to be given to any party under the terms of this Agreement, shall be forwarded by United States Postal service as follows:

If to Savannah: City of Savannah
 Attention: City Manager
 P.O. Box 1027
 Savannah, GA 31402

With Copy to: City of Savannah
 Attention: City Attorney
 P.O. Box 1027
 Savannah, GA 31402

If to Garden City: City of Garden City
 100 Central Avenue
 Garden City, GA 31405
 Attention : City Manager

With Copy to: City of Garden City
 Attention: James P. Gerard, City Attorney
 Oliver Maner, LLP
 P.O. Box 10186
 Savannah, GA 31412

11. **Term.** This Agreement shall be effective for an initial term ending on December 31, 2043. The term of this Agreement may be extended under the same terms and provisions upon mutual agreement, or other mutually agreeable terms and provisions, by ten (10) year renewal terms to the extent allowed under Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia.

However, the parties recognize that changing environmental conditions, changing costs, new or changed laws, rules, regulations or orders of the state or federal governments, or other changed circumstances, may make renegotiation of provisions of this Agreement necessary prior to the end of the initial term or any extended term. Therefore, it is agreed that the parties may call for the renegotiation of provisions of this Agreement affected by changed circumstances to achieve an equitable revision.

It is further agreed in the event that changed circumstances cause the charges provided for by Sections 2.4 and 2.5 to be inadequate to cover all costs incurred by Savannah (including a rate of return) to furnish the services to Garden City (unless such changed circumstances were caused by Savannah's own negligence), that Savannah shall be entitled to place revised consumption charges in effect which are sufficient to cover all costs, after giving notice to Garden City 90 days in advance of the effective date of any such consumption charge change. Savannah will make an equitable adjustment in any revised consumption charge in the event that the change circumstances that caused a consumption charge change is temporary, or is remedied so that it no longer has an impact on the costs incurred by Savannah to furnish service to Garden City, but in no event will revised consumption charges be less than provided in Section 2.4 or Section 2.5. Any rate change by Savannah under this provision shall be applied equitably to all customers which are similarly situated so that no customer, including Garden City, is burdened with an additional share of water system costs unfairly.

12. **Miscellaneous -**

- 12.1. **Governing Law.** This agreement is a Georgia contract and shall be construed and enforced in accordance with the laws of the State of Georgia.
- 12.2. **Severability.** If any provision of this agreement shall be declared invalid or unenforceable for any reason by a court of competent jurisdiction, the parties declare that it shall be severable, and that all remaining provisions of this agreement shall remain in full force and effect.
- 12.3. **Entire Agreement.** This instrument represent the entire agreement between the parties and supersedes any prior oral or written understandings.
- 12.4. **Headings.** The headings of the sections of this agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof.

- 12.5. **Waivers.** No delay or failure to exercise a right under this agreement shall impair such right or shall be construed to be a waiver thereof, and any such rights may be exercised from time to time and as often as deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver.
- 12.6. **Amendments.** No amendment to this agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties hereto.
- 12.7. **Counterparts.** This agreement may be signed in several counterparts, each one of which shall be an original and all of which when taken together will constitute one agreement between the parties.

(Signatures start on next page)

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized officers and their seals affixed as of the day and year first above written.

Executed in the presence of:

**THE MAYOR AND ALDRMEN OF THE CITY
OF SAVANNAH**

Witness

By: _____
Patrick Monahan, Acting City Manager

Notary Public

Attest: _____
Mark Massey, Clerk of Council

(SEAL)

(SEAL)

Executed in the presence of:

CITY OF GARDEN CITY

Witness

By: _____
Ron Feldner, PE, City Manager

Notary Public

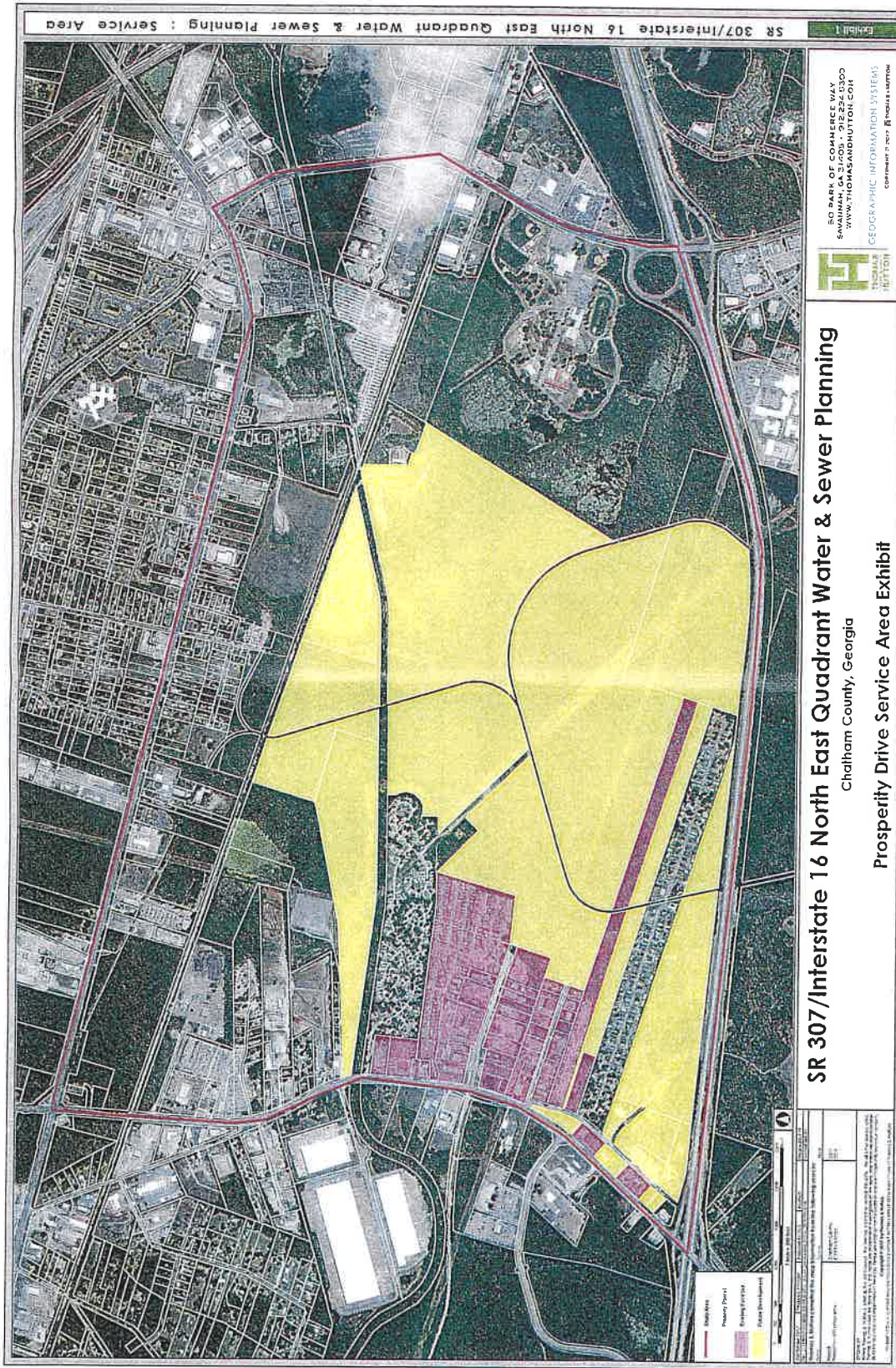
Attest: _____

(SEAL)

(SEAL)

Schedule of Exhibits

Exhibit 1 – Map of the Service Area as defined in Section 1.5



GARDEN CITY RESOLUTION

WHEREAS, Public Works Department of Garden City, Georgia, desires to purchase one (1) crew cab truck for hauling equipment and maintaining the storm water drainage systems in the City, and one (1) regular cab truck to be used daily for the water/sewer operations and repairs; and,

WHEREAS, both of the above-described trucks are necessary to continue the normal operation of the City's Public Works Department; and,

WHEREAS, the purchase of the above-mentioned trucks has been identified in the City's 2019 Budget at line item amounts of \$ 28,000.00 for the crew cab truck and \$ 43,920.00 for the regular cab truck; and,

WHEREAS, Public Works Department solicited price quotes from area dealerships on both vehicles, resulting in the following lowest and most responsible proposals for sale:

<u>Vendor</u>	<u>Vehicle Description</u>	<u>Offering Price</u>
J.C. Lewis Ford Savannah, GA	2020 F-150 4x2 Supercrew Styleside 5.5' Box 145" WB XL (W1C)	\$26,195.76
J.C. Lewis Ford Savannah, GA	2020 F-350 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F3G)	\$40,611.99

WHEREAS, the City's Public Works Department has recommended that the City enter into purchase contracts for both vehicles with J.C. Lewis Ford for the price quotes of \$26,195.76 and \$40,611.99, both amounts being both fair and reasonable, and within budget;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Garden City, Georgia, that the proposal of J.C. Lewis Ford to sell the City a 2020 F-150 4x2 Supercrew truck at the price of \$26,195.76 and a 2020 F-350 regular cab truck at the price of \$40,611.99 be accepted, and that contracts for the purchases of the trucks be negotiated and entered into between the City Manager and the vendors.

BE IT FURTHER RESOLVED, that the purchase prices for both vehicles be funded through cash in the City's General Fund.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign the purchase contracts or orders for the vehicles as well as all other documents associated therewith in the name of the City, with the City Clerk's attestation to said Manager's signature.

ADOPTED AND APPROVED this ____ day of November, 2019.

RHONDA FERRELL-BOWLES, Clerk of Council

Received and approved this ____ day of November, 2019.

DON BETHUNE, Mayor

RESOLUTION

A RESOLUTION TO AMEND THE REGULAR MEETING SCHEDULE OF THE GARDEN CITY CITY COUNCIL; TO ELIMINATE THE DECEMBER 2, 2019 AND DECEMBER 18, 2019 REGULAR CITY COUNCIL MEETINGS; TO ESTABLISH A SPECIAL CITY COUNCIL MEETING ON JANUARY 6, 2020 FOR THE PURPOSE OF SWEARING IN THE NEWLY ELECTED MAYOR AND CITY COUNCIL MEMBERS; TO ELIMINATE THE JANUARY 20, 2020 REGULAR CITY COUNCIL MEETING IN OBSERVANCE OF MARTIN LUTHER KING JR. DAY; AND TO ESTABLISH A MEETING OF CITY COUNCIL ON TUESDAY, JANUARY 21, 2020.

BE IT RESOLVED, by the Mayor and Council of Garden City, Georgia:

WHEREAS, it is desirous to amend the regular meeting schedule of the Garden City City Council to eliminate the December 2, 2019 and December 18, 2019 regular city council meetings; to establish a special city council meeting on January 6, 2020 for the purpose of swearing in the newly elected Mayor and City Council Members; to eliminate the January 20, 2020 regular city council meeting in observance of Martin Luther King Jr. Day; and to establish a meeting of city council on Tuesday, January 21, 2020.

WHEREAS, an amendment to the regular meeting schedule of the City Council is not detrimental to the proper and diligent administration of the City; and

NOW THEREFORE BE IT RESOLVED, by the Mayor and City Council of Garden City, Georgia in regular session assembled, that they do hereby approve and amend the regular meeting schedule of the Garden City City Council as herein described.

ADOPTED this 18th day of November 2019.

Don Bethune, Mayor

RECEIVED AND APPROVED this 18th day of November 2019.

Rhonda Ferrell-Bowles, Clerk of Council

Memo

To: Mayor & City Council

From: Finance Director / Clerk of Council

cc: City Manager

Date: November 8, 2019

Re: Write-off 2012-2013 Utility Accounts Receivables Deemed Uncollectible

In accordance with the accounts receivable write-off of uncollectible utility debt policy adopted by the City Council on November 21, 2016, annually and/or as warranted, the finance/utility billing staff will identify any utility accounts receivable that meets the criteria for designation as an uncollectible account and prepare a request for write-off of the accounts receivable (bad debt) for submittal to the City Council for consideration.

Please find attached the list of 2012-2013 utility accounts that the City's collection company, Penn Credit has identified as older than six (6) years and therefore no longer eligible to be collected. Staff is requesting City Council to authorize the write-off of the 2012-2013 utility accounts receivables (bad debt) totaling \$57,342.77.

If you have any questions, please let me know.